

CITY OF ANN ARBOR
INVITATION TO BID



2019 Bridge Capital Preventative Maintenance Repairs

ITB No. 4608

Due Date: Wednesday, December 4, 2019 at 10:00 a.m. (Local Time)

Public Services Area - Engineering
Administering Service Area/Unit

Issued By:

City of Ann Arbor
Procurement Unit
301 E. Huron Street
Ann Arbor, MI 48104

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EGLE Permit and related Information (Contractor shall comply with all permit terms and conditions)

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- City of Ann Arbor Prevailing Wage Declaration Form*
- City of Ann Arbor Living Wage Forms*
- City of Ann Arbor Vendor Conflict of Interest Disclosure Form*
- City of Ann Arbor Non-Discrimination Ordinance Notice and Declaration Form*

NOTICE OF PRE-BID CONFERENCE

A pre-bid conference for this project will be held on **Wednesday, November 20, 2019 at 10:00 a.m. (local time), 301 E. Huron Street, Ann Arbor, Michigan 48104** in the **Guy C. Larcom Municipal Building, Basement Conference Room – A.**

Attendance at this conference is highly recommended. Administrative and technical questions regarding this project will be answered at this time. The pre-bid conference is for information only. Any answers furnished will not be official until verified in writing by the Financial Service Area, Procurement Unit. Answers that change or substantially clarify the bid will be affirmed in an addendum.

INSTRUCTIONS TO BIDDERS

General

Work to be done under this Contract is generally described through the detailed specifications and must be completed fully in accordance with the contract documents. All work to be done under this Contract is located in or near the City of Ann Arbor.

Any Bid which does not conform fully to these instructions may be rejected.

Preparation of Bids

Bids should be prepared providing a straight-forward, concise description of the Bidder's ability to meet the requirements of the ITB. Bids shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed and dated in ink by the person signing the Bid.

Bids must be submitted on the "Bid Forms" provided with each blank properly filled in. If forms are not fully completed it may disqualify the bid. No alternative bid will be considered unless alternative bids are specifically requested. If alternatives are requested, any deviation from the specification must be fully described, in detail on the "Alternate" section of Bid form.

Each person signing the Bid certifies that he/she is the person in the Bidder's firm/organization responsible for the decision as to the fees being offered in the Bid and has not and will not participated in any action contrary to the terms of this provision.

Questions or Clarifications / Designated City Contacts

All questions regarding this ITB shall be submitted via email. Emailed questions and inquires will be accepted from any and all prospective Bidders in accordance with the terms and conditions of the ITB.

All questions shall be due on or before **Wednesday, November 27, 2019 at 10:00 a.m. (local time)** and should be addressed as follows:

Specification/Scope of Work questions emailed to **mnearing@a2gov.org**
Bid Process and Compliance questions emailed to **cspencer@a2gov.org**

Any error, omissions or discrepancies in the specification discovered by a prospective contractor and/or service provider shall be brought to the attention of **Michael G. Nearing, P.E., Senior Project Manager** at **mnearing@a2gov.org** after discovery as possible. Further, the contractor and/or service provide shall not be allowed to take advantage of errors, omissions or discrepancies in the specifications.

Addenda

If it becomes necessary to revise any part of the ITB, notice of the Addendum will be posted to Michigan Inter-governmental Trade Network (MITN) www.mitn.info and/or City of Ann Arbor web site www.A2gov.org for all parties to download.

Each Bidder must in its Bid, to avoid any miscommunications, acknowledge all addenda which it has received, but the failure of a Bidder to receive, or acknowledge receipt of; any addenda shall not relieve the Bidder of the responsibility for complying with the terms thereof.

The City will not be bound by oral responses to inquiries or written responses other than written addenda.

Bid Submission

All Bids are due and must be delivered to the City of Ann Arbor Procurement Unit on or before **Wednesday, December 4, 2019 at 10:00 a.m. (local time)**. Bids submitted late or via oral, telephonic, telegraphic, electronic mail or facsimile **will not** be considered or accepted.

Each Bidder must submit one (1) original Bid and one (1) Bid copies in a sealed envelope clearly marked: **ITB No. 4608 – 2019 Bridge Capital Preventative Maintenance Repairs.**

Bids must be addressed and delivered to:

City of Ann Arbor
Procurement Unit,
c/o Customer Services, 1st Floor
301 East Huron Street
Ann Arbor, MI 48107

All Bids received on or before the Due Date will be publicly opened and recorded immediately. No immediate decisions are rendered.

The following forms provided within this ITB Document must be included in submitted bids.

- **City of Ann Arbor Prevailing Wage Declaration of Compliance**
- **City of Ann Arbor Living Wage Ordinance Declaration of Compliance**
- **Vendor Conflict of Interest Disclosure Form**
- **City of Ann Arbor Non-Discrimination Ordinance Declaration of Compliance**

Bids that fail to provide these forms listed above upon bid opening will be rejected as non-responsive and will not be considered for award.

Hand delivered bids will be date/time stamped/signed by the Procurement Unit at the address above in order to be considered. Normal business hours are 9:00 a.m. to 3:00 p.m. Monday through Friday, excluding Holidays. The City will not be liable to any Bidder for any unforeseen circumstances, delivery or postal delays. Postmarking to the Due Date will not substitute for receipt of the Bid. Each Bidder is responsible for submission of their Bid.

Additional time for submission of bids past the stated due date and time will not be granted to a single Bidder; however, additional time may be granted to all Bidders when the City determines in its sole discretion that circumstances warrant it.

Award

The City intends to award a Contract(s) to the lowest responsible Bidder(s). On multi-divisional contracts, separate divisions may be awarded to separate Bidders. The City may also utilize alternatives offered in the Bid Forms, if any, to determine the lowest responsible Bidder on each division, and award multiple divisions to a single Bidder, so that the lowest total cost is achieved for the City. For unit price bids, the Contract will be awarded based upon the unit prices and the lump sum prices stated by the bidder for the work items specified in the bid documents, with consideration given to any alternates selected by the City. If the City determines that the unit price for any item is materially different for the work item bid than either other bidders or the general market, the City, in its sole discretion, in addition to any other right it may have, may reject the bid

as not responsible or non-conforming.

The acceptability of major subcontractors will be considered in determining if a Bidder is responsible. In comparing Bids, the City will give consideration to alternate Bids for items listed in the bid forms. All key staff and subcontractors are subject to the approval by the City.

Official Documents

The City of Ann Arbor officially distributes bid documents from the Procurement Unit or through the Michigan Intergovernmental Trade Network (MITN). Copies of the bid documents obtained from any other source are not Official copies. Addenda and other bid information will only be posted to these official distribution sites. If you obtained City of Ann Arbor Bid documents from other sources, it is recommended that you register on www.MITN.info and obtain an official Bid. Bidders do not need to be shown on the plan holders list provided by MITN to be considered an official plan holder.

Bid Security

Each bid must be accompanied by a certified check, or Bid Bond by a surety licensed and authorized to do business within the State of Michigan, in the amount of 5% of the total of the bid price.

Withdrawal of Bids

After the time of opening, no Bid may be withdrawn for the period of sixty (60) days.

Contract Time

Time is of the essence in the performance of the work under this Contract. The available time for work under this Contract is indicated on page C-1, Article III of the Contract. If these time requirements can not be met, the Bidder must stipulate on Bid Form Section 3 - Time Alternate its schedule for performance of the work. Consideration will be given to time in evaluating bids.

Liquidated Damages

A liquidated damages clause, as given on page C-2, Article III of the Contract, provides that the Contractor shall pay the City as liquidated damages, and not as a penalty, a sum certain per day for each and every day that the Contractor may be in default of completion of the specified work, within the time(s) stated in the Contract, or written extensions.

Liquidated damages clauses, as given in the General Conditions, provide further that the City shall be entitled to impose and recover liquidated damages for breach of the obligations under Chapter 112 of the City Code.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

Human Rights Information

All contractors proposing to do business with the City shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the Section 9:158 of the Ann Arbor City Code. Breach of the obligation not to discriminate as outlined in Section 5, beginning at page GC-2 shall be a material breach of the contract. Contractors are required to post a copy of Ann Arbor's Non-Discrimination Ordinance attached at all work locations where its employees provide services under a contract with the City.

Wage Requirements

Section 4, beginning at page GC-1, outlines the requirements for payment of prevailing wages and for payment of a “living wage” to employees providing service to the City under this contract. The successful bidder and its subcontractors must comply with all applicable requirements and provide proof of compliance.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. Use of the Prevailing Wage Form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

For laborers whose wage level are subject to federal, state and/or local prevailing wage law the appropriate Davis-Bacon wage rate classification is identified based upon the work including within this contract. **The wage determination(s) current on the date 10 days before bids are due shall apply to this contract.** The U.S. Department of Labor (DOL) has provided explanations to assist with classification in the following resource link: www.wdol.gov.

For the purposes of this ITB the Construction Type of Highway will apply.

Conflict Of Interest Disclosure

The City of Ann Arbor Purchasing Policy requires that prospective Vendors complete a Conflict of Interest Disclosure form. A contract may not be awarded to the selected Vendor unless and until the Procurement Unit and the City Administrator have reviewed the Disclosure form and determined that no conflict exists under applicable federal, state, or local law or administrative regulation. Not every relationship or situation disclosed on the Disclosure Form may be a disqualifying conflict. Depending on applicable law and regulations, some contracts may awarded on the recommendation of the City Administrator after full disclosure, where such action is allowed by law, if demonstrated competitive pricing exists and/or it is determined the award is in the best interest of the City. A copy of the Vendor Conflict of Interest Disclosure Form is attached.

Major Subcontractors

The Bidder shall identify on Bid Form Section 4 each major subcontractor it expects to engage for this Contract if the work to be subcontracted is 15% or more of the bid sum or over \$50,000, whichever is less. The Bidder also shall identify the work to be subcontracted to each major subcontractor. The Bidder shall not change or replace a subcontractor without approval by the City.

Debarment

Submission of a Bid in response to this ITB is certification that the Bidder is not currently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal departments or agency. Submission is also agreement that the City will be notified of any changes in this status.

Disclosures

After bids are opened, all information in a submitter’s bid is subjected to disclosure under the provisions of Michigan Public Act No. 442 of 1976, as amended (MCL 15.231 et seq.) known as the “Freedom of Information Act.” The Freedom of Information Act also provides for the complete disclosure of contracts and attachments thereto except where specifically exempted.

Bid Protest

All Bid protests must be in writing and filed with the Purchasing Agent within five (5) business days of the award action. The bidder must clearly state the reasons for the protest. If a bidder contacts a City Service Area/Unit and indicates a desire to protest an award, the Service Area/Unit shall refer the bidder to the Purchasing Agent. The Purchasing Agent will provide the bidder with the appropriate instructions for filing the protest. The protest shall be reviewed by the City Administrator or designee whose decision shall be final.

Any inquiries or requests regarding this procurement should be only submitted in writing to the Designated City Contacts provided herein. Attempts by any prospective bidder to initiate contact with anyone other than the Designated City Contacts provided herein that the bidder believes can influence the procurement decision, e.g., Elected Officials, City Administrator, Selection Committee Members, Appointed Committee Members, etc., may lead to immediate elimination from further consideration.

Cost Liability

The City of Ann Arbor assumes no responsibility or liability for costs incurred by the Bidder prior to the execution of a contract with the City. By submitting a bid, a bidder agrees to bear all costs incurred or related to the preparation, submission and selection process for the bid.

Reservation of Rights

The City of Ann Arbor reserves the right to accept any bid or alternative bid proposed in whole or in part, to reject any or all bids or alternatives bids in whole or in part and to waive irregularity and/or informalities in any bid and to make the award in any manner deemed in the best interest of the City.

Idlefree Ordinance

The City of Ann Arbor adopted an idling reduction Ordinance that goes into effect July 1, 2017. The full text of the ordinance (including exemptions) can be found at: www.a2gov.org/idlefree.

Under the ordinance, No Operator of a Commercial Vehicle shall cause or permit the Commercial Vehicle to Idle:

- (a) For any period of time while the Commercial Vehicle is unoccupied; or
- (b) For more than 5 minutes in any 60-minute period while the Commercial Vehicle is occupied.

In addition, generators and other internal combustion engines are covered

(1) Excluding Motor Vehicle engines, no internal combustion engine shall be operated except when it is providing power or electrical energy to equipment or a tool that is actively in use.

Environmental Commitment

The City of Ann Arbor recognizes its responsibility to minimize negative impacts on human health and the environment while supporting a vibrant community and economy. The City further recognizes that the products and services the City buys have inherent environmental and economic impacts and that the City should make procurement decisions that embody, promote, and encourage the City's commitment to the environment.

The City encourages potential vendors to bring forward emerging and progressive products and services that are best suited to the City's environmental principles.

INVITATION TO BID

City of Ann Arbor
Guy C. Larcom Municipal Building
Ann Arbor, Michigan 48107

Ladies and Gentlemen:

The undersigned, as Bidder, declares that this Bid is made in good faith, without fraud or collusion with any person or persons bidding on the same Contract; that this Bidder has carefully read and examined the bid documents, including City Nondiscrimination requirements and Declaration of Compliance Form, Living Wage requirements and Declaration of Compliance Form, Prevailing Wage requirements and Declaration of Compliance Form, Vendor Conflict of Interest Form, Notice of Pre-Bid Conference, Instructions to Bidders, Bid, Bid Forms, Contract, Bond Forms, General Conditions, Standard Specifications, Detailed Specifications, all Addenda, and the Plans (if applicable) and understands them. The Bidder declares that it conducted a full investigation at the site and of the work proposed and is fully informed as to the nature of the work and the conditions relating to the work's performance. The Bidder also declares that it has extensive experience in successfully completing projects similar to this one.

The Bidder acknowledges that it has not received or relied upon any representations or warrants of any nature whatsoever from the City of Ann Arbor, its agents or employees, and that this Bid is based solely upon the Bidder's own independent business judgment.

The undersigned proposes to perform all work shown on the plans or described in the bid documents, including any addenda issued, and to furnish all necessary machinery, tools, apparatus, and other means of construction to do all the work, furnish all the materials, and complete the work in strict accordance with all terms of the Contract of which this Bid is one part.

In accordance with these bid documents, and Addenda numbered _____, the undersigned, as Bidder, proposes to perform at the sites in and/or around Ann Arbor, Michigan, all the work included herein for the amounts set forth in the Bid Forms.

The Bidder declares that it has become fully familiar with the liquidated damage clauses for completion times and for compliance with City Code Chapter 112, understands and agrees that the liquidated damages are for the non-quantifiable aspects of non-compliance and do not cover actual damages that may be shown and agrees that if awarded the Contract, all liquidated damage clauses form part of the Contract.

The Bidder declares that it has become fully familiar with the provisions of Chapter 14, Section 1:320 (Prevailing wages) and Chapter 23 (Living Wage) of the Code of the City of Ann Arbor and that it understands and agrees to comply, to the extent applicable to employees providing services to the City under this Contract, with the wage and reporting requirements stated in the City Code provisions cited. Bidder certifies that the statements contained in the City Prevailing Wage and Living Wage Declaration of Compliance Forms are true and correct. Bidder further agrees that the cited provisions of Chapter 14 and Chapter 23 form a part of this Contract.

The Bidder declares that it has become familiar with the City Conflict of Interest Disclosure Form and certifies that the statement contained therein is true and correct.

The Bidder encloses a certified check or Bid Bond in the amount of 5% of the total of the Bid Price. The Bidder agrees both to contract for the work and to furnish the necessary Bonds and insurance documentation within 10 days after being notified of the acceptance of the Bid.

If this Bid is accepted by the City and the Bidder fails to contract and furnish the required Bonds and insurance documentation within 10 days after being notified of the acceptance of this Bid, then the Bidder shall be considered to have abandoned the Contract and the certified check or Bid Bond accompanying this Bid shall become due and payable to the City.

If the Bidder enters into the Contract in accordance with this Bid, or if this Bid is rejected, then the accompanying check or Bid Bond shall be returned to the Bidder.

In submitting this Bid, it is understood that the right is reserved by the City to accept any Bid, to reject any or all Bids, to waive irregularities and/or informalities in any Bid, and to make the award in any manner the City believes to be in its best interest.

SIGNED THIS _____ DAY OF _____, 2019.

Bidder's Name

Authorized Signature of Bidder

Official Address

(Print Name of Signer Above)

Telephone Number

Email Address for Award Notice

LEGAL STATUS OF BIDDER

(The Bidder shall fill out the appropriate form and strike out the other three.)

Bidder declares that it is:

* A corporation organized and doing business under the laws of the State of _____, for whom _____, bearing the office title of _____, whose signature is affixed to this Bid, is authorized to execute contracts.

NOTE: If not incorporated in Michigan, please attach the corporation's Certificate of Authority

• A limited liability company doing business under the laws of the State of _____, whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.

* A partnership, organized under the laws of the state of _____ and filed in the county of _____, whose members are (list all members and the street and mailing address of each) (attach separate sheet if necessary):

* An individual, whose signature with address, is affixed to this Bid: _____ (initial here)

Authorized Official

_____ **Date** _____, 2019

(Print) Name _____ Title _____

Company: _____

Address: _____

Contact Phone () _____ Fax () _____

Email _____

BID FORM

Section 1 - Schedule of Prices

Company: _____

Project: **2019 Capital Bridge Preventative Maintenance Repairs**

Item No. XXXXXXXX Indicates MDOT Standard Item of Work. See MDOT Standard Specifications for Construction
 Item No. XXX7XXX Indicates Modified Item of Work. See Detailed Specification contained in the Contract Documents

ITB No. 4608; City of Ann Arbor File No. 2019-031

<u>Pay Item No.</u>	<u>Pay Item Description</u>	<u>Pay Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
1047051	Certified Payroll Compliance and Reporting	LSUM	1	\$ _____	\$ _____
1507051	General Conditions, Max. <u>\$61,000.00</u>	LSUM	1	\$ _____	\$ _____
2047050	Exploratory Investigation, Approach Sidewalk	Ea	2	\$ _____	\$ _____
5027001	Overband Crack Fill	Ft	428	\$ _____	\$ _____
6027001	E3 Joint Sealant	Ft	432	\$ _____	\$ _____
7040007	Cofferdams	LSUM	1	\$ _____	\$ _____
7060092	Reinforcement, Steel, Epoxy Coated	Lb	1,200	\$ _____	\$ _____
7107011	Conc Surface Coating	Syd	2,025	\$ _____	\$ _____
7107011	Penetrating Healer/Sealer, Bridge Deck	Syd	3,081	\$ _____	\$ _____
7120003	Hand Chipping, Shallow	Syd	106	\$ _____	\$ _____
7120004	Hand Chipping, Deep	Syd	201	\$ _____	\$ _____
7120007	Hand Chipping, Other Than Deck	Cft	75	\$ _____	\$ _____
7120017	Patch, Forming	Sft	130	\$ _____	\$ _____
7127011	Epoxy Ovly	Syd	1,144	\$ _____	\$ _____
7120112	Patching Conc, C-L	Cyd	70	\$ _____	\$ _____
7120120	Embedded Galvanic Anode	Ea	770	\$ _____	\$ _____
7127010	Hand Chipping, Special	Sft	35	\$ _____	\$ _____

Total this page \$ _____

BID FORM

Section 1 - Schedule of Prices

Company: _____

Project: **2019 Capital Bridge Preventative Maintenance Repairs**

Item No. XXXXXXXX Indicates MDOT Standard Item of Work. See MDOT Standard Specifications for Construction
 Item No. XXX7XXX Indicates Modified Item of Work. See Detailed Specification contained in the Contract Documents

ITB No. 4608; City of Ann Arbor File No. 2019-031

<u>Pay Item No.</u>	<u>Pay Item Description</u>	<u>Pay Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
7127020	Beam End Repair, Latex Modified Conc	Cft	12	\$ _____	\$ _____
7127050	Mechanical Anchor, Adjust, Complete	Ea	1,672	\$ _____	\$ _____
8077001	Timber Rub Rail, Replace	Ft	78	\$ _____	\$ _____
8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	Ea	35	\$ _____	\$ _____
8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	Ea	35	\$ _____	\$ _____
8120026	Pedestrian Type II Barricade, Temp	Ea	20	\$ _____	\$ _____
8120027	Pedestrian Type II Channelizer, Temp	Ft	1,837	\$ _____	\$ _____
8120030	Channelizing Device, 42 inch, Furn	Ea	166	\$ _____	\$ _____
8120031	Channelizing Device, 42 inch, Oper	Ea	166	\$ _____	\$ _____
8120140	Lighted Arrow, Type C, Furn	Ea	3	\$ _____	\$ _____
8120141	Lighted Arrow, Type C, Oper	Ea	3	\$ _____	\$ _____
8120245	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, White, Temp	Ft	940	\$ _____	\$ _____
8120246	Pavt Mrkg, Wet Reflective, Type R, Tape, 4 inch, Yellow, Temp	Ft	950	\$ _____	\$ _____

Total this page \$ _____

BID FORM

Section 1 - Schedule of Prices

Company: _____

Project: **2019 Capital Bridge Preventative Maintenance Repairs**

Item No. XXXXXXXX Indicates MDOT Standard Item of Work. See MDOT Standard Specifications for Construction
 Item No. XXX7XXX Indicates Modified Item of Work. See Detailed Specification contained in the Contract Documents

ITB No. 4608; City of Ann Arbor File No. 2019-031

<u>Pay Item No.</u>	<u>Pay Item Description</u>	<u>Pay Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extension</u>
8120310	Sign Cover	Ea	20	\$ _____	\$ _____
8120320	Sign Cover, Type 1	Ea	4	\$ _____	\$ _____
8120350	Sign, Type B, Temp, Prismatic, Furn	Sft	929	\$ _____	\$ _____
8120351	Sign, Type B, Temp, Prismatic, Oper	Sft	929	\$ _____	\$ _____
8120352	Sign, Type B, Temp, Prismatic, Special, Furn	Sft	59	\$ _____	\$ _____
8120353	Sign, Type B, Temp, Prismatic, Special, Oper	Sft	59	\$ _____	\$ _____
8120370	Traf Regulator Control	LSUM	1	\$ _____	\$ _____
8127051	Minor Traffic Devices, Max. <u>\$25,000.00</u>	LSUM	1	\$ _____	\$ _____
8137011	Riprap, Heavy, Modified	Syd	130	\$ _____	\$ _____
8167051	Project Clean-up and Restoration, Special	LSUM	1	\$ _____	\$ _____
8217050	Conc Column Cap, Remove and Reset	Ea	2	\$ _____	\$ _____
Total this page				\$ _____	
Total from Page BF-2				\$ _____	
Total from Page BF-1				\$ _____	
TOTAL BASE BID				\$ _____	

BID FORM

Section 2 – Material, Equipment and Environmental Alternates

The Base Bid proposal price shall include materials and equipment selected from the designated items and manufacturers listed in the bidding documents. This is done to establish uniformity in bidding and to establish standards of quality for the items named.

If the Contractor wishes to quote alternate items for consideration by the City, it may do so under this Section. A complete description of the item and the proposed price differential must be provided. Unless approved at the time of award, substitutions where items are specifically named will be considered only as a negotiated change in Contract Sum.

If an environmental alternative is bid the City strongly encourages bidders to provide recent examples of product testing and previous successful use for the City to properly evaluate the environmental alternative. Testing data from independent accredited organizations are strongly preferred.

<u>Item Number</u>	<u>Description</u>	<u>Add/Deduct Amount</u>
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If the Bidder does not suggest any material or equipment alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any material or equipment alternate under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 3 - Time Alternate

If the Bidder takes exception to the time stipulated in Article III of the Contract, Time of Completion, page C-2, it is requested to stipulate below its proposed time for performance of the work. Consideration will be given to time in evaluating bids.

If the Bidder does not suggest any time alternate, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT propose any time alternate under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 4 - Major Subcontractors

For purposes of this Contract, a Subcontractor is anyone (other than the Contractor) who performs work (other than or in addition to the furnishing of materials, plans or equipment) at or about the construction site, directly or indirectly for or on behalf of the Contractor (and whether or not in privity of Contract with the Contractor), but shall not include any individual who furnishes merely the individual's own personal labor or services.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision to Section 4 of the General Conditions covering subcontractor's employees who perform work on this contract.

For the work outlined in these documents the Bidder expects to engage the following major subcontractors to perform the work identified:

<u>Subcontractor (Name and Address)</u>	<u>Work</u>	<u>Amount</u>
---	-------------	---------------

If the Bidder does not expect to engage any major subcontractor, the Bidder **MUST** complete the following statement:

For the work outlined in this request for bid, the bidder does NOT expect to engage any major subcontractor to perform work under the Contract.

Signature of Authorized Representative of Bidder _____ Date _____

BID FORM

Section 5 – References

Include a minimum of 3 references from similar project completed within the past 5 years.

[Refer also to Instructions to Bidders for additional requirements, if any]

1) _____
Project Name Cost Date Constructed

_____ _____
Contact Name Phone Number

2) _____
Project Name Cost Date Constructed

_____ _____
Contact Name Phone Number

3) _____
Project Name Cost Date Constructed

_____ _____
Contact Name Phone Number

CONTRACT

THIS AGREEMENT is made on the _____ day of _____, 2020, between the CITY OF ANN ARBOR, a Michigan Municipal Corporation, 301 East Huron Street, Ann Arbor, Michigan 48104 ("City") and _____ ("Contractor")

(An individual/partnership/corporation, include state of incorporation)

(Address)

Based upon the mutual promises below, the Contractor and the City agree as follows:

ARTICLE I - Scope of Work

The Contractor agrees to furnish all of the materials, equipment and labor necessary; and to abide by all the duties and responsibilities applicable to it for the project titled [Insert Title of Bid and Bid Number] in accordance with the requirements and provisions of the following documents, including all written modifications incorporated into any of the documents, which are incorporated as part of this Contract:

Non-discrimination and Living Wage
Declaration of Compliance Forms (if
applicable)
Vendor Conflict of Interest Form
Prevailing Wage Declaration of
Compliance Form (if applicable)
Bid Forms
Contract and Exhibits
Bonds

General Conditions
Standard Specifications
Detailed Specifications
Plans
Addenda

ARTICLE II - Definitions

Administering Service Area/Unit means Public Services, Engineering.

Project means 2019 Bridge Capital Preventative Maintenance Repairs; City of Ann Arbor File No. 2019-030.

ARTICLE III - Time of Completion

- (A) The work to be completed under this Contract shall begin immediately on the date specified in the Notice to Proceed issued by the City.
- (B) The entire work for this Contract shall be completed in accordance with the Detailed Specification entitled "Progress Schedule" found elsewhere in the contract documents.
- (C) Failure to complete all the work within the time specified above, including any extension granted in writing by the Supervising Professional, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount as stated in the Detailed Specification entitled "Progress Schedule" for each calendar day of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor.

The liquidated damages are for the non-quantifiable aspects of any of the previously identified events and do not cover actual damages that can be shown or quantified nor are they intended to preclude recovery of actual damages in addition to the recovery of liquidated damages.

ARTICLE IV - The Contract Sum

- (A) The City shall pay to the Contractor for the performance of the Contract, the lump sum and unit prices as given in the Bid Form for the estimated bid total of:

_____ Dollars (\$ _____)

- (B) The amount paid shall be equitably adjusted to cover changes in the work ordered by the Supervising Professional but not required by the Contract Documents. Increases or decreases shall be determined only by written agreement between the City and Contractor.

ARTICLE V - Assignment

This Contract may not be assigned or subcontracted any portion of any right or obligation under this contract without the written consent of the City. Notwithstanding any consent by the City to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under this contract unless specifically released from the requirement, in writing, by the City.

ARTICLE VI - Choice of Law

This Contract shall be construed, governed, and enforced in accordance with the laws of the State of Michigan. By executing this agreement, the Contractor and the City agree to venue in a court of appropriate jurisdiction sitting within Washtenaw County for purposes of any action arising under this Contract. The parties stipulate that the venue referenced in this Contract is for convenience and waive any claim of non-convenience.

Whenever possible, each provision of the Contract will be interpreted in a manner as to be effective and valid under applicable law. The prohibition or invalidity, under applicable law, of any provision will not invalidate the remainder of the Contract.

ARTICLE VII - Relationship of the Parties

The parties of the Contract agree that it is not a Contract of employment but is a Contract to accomplish a specific result. Contractor is an independent Contractor performing services for the City. Nothing contained in this Contract shall be deemed to constitute any other relationship between the City and the Contractor.

Contractor certifies that it has no personal or financial interest in the project other than the compensation it is to receive under the Contract. Contractor certifies that it is not, and shall not become, overdue or in default to the City for any Contract, debt, or any other obligation to the City including real or personal property taxes. City shall have the right to set off any such debt against compensation awarded for services under this agreement.

ARTICLE VIII - Notice

All notices given under this Contract shall be in writing, and shall be by personal delivery or by certified mail with return receipt requested to the parties at their respective addresses as specified in the Contract Documents or other address the Contractor may specify in writing. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; or (2) three days after mailing certified U.S. mail.

ARTICLE IX - Indemnification

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses including attorney’s fees resulting or alleged to result, in whole or in part, from any act or omission, which is in any way connected or associated with this Contract, by the Contractor or anyone acting on the Contractor’s behalf under this Contract. Contractor shall not be responsible to indemnify the City for losses or damages caused by or resulting from the City’s sole negligence. The provisions of this Article shall survive the expiration or earlier termination of this contract for any reason.

ARTICLE X - Entire Agreement

This Contract represents the entire understanding between the City and the Contractor and it supersedes all prior representations, negotiations, agreements, or understandings whether written or oral. Neither party has relied on any prior representations in entering into this Contract. No terms or conditions of either party’s invoice, purchase order or other administrative document shall modify the terms and conditions of this Contract, regardless of the other party’s failure to object to such form. This Contract shall be binding on and shall inure to the benefit of the parties to this Contract and their permitted successors and permitted assigns and nothing in this Contract, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract. This Contract may be altered, amended or modified only by written amendment signed by the City and the Contractor.

FOR CONTRACTOR

By _____

Its: _____

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Howard S. Lazurus
City Administrator

By _____
Craig A. Hupy, P.E.
Public Services Area Administrator

Approved as to form and content

Stephen K. Postema, City Attorney

PERFORMANCE BOND

- (1) _____ (referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for \$ _____, the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City dated _____, 2020, for: The 2019 Bridge Capital Preventative Maintenance Repairs; City of Ann Arbor File No. 2019-030 and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq.
- (3) Whenever the Principal is declared by the City to be in default under the Contract, the Surety may promptly remedy the default or shall promptly:
- (a) complete the Contract in accordance with its terms and conditions; or
 - (b) obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, arrange for a Contract between such bidder and the City, and make available, as work progresses, sufficient funds to pay the cost of completion less the balance of the Contract price; but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth in paragraph 1.
- (4) Surety shall have no obligation to the City if the Principal fully and promptly performs under the Contract.
- (5) Surety agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder, or the specifications accompanying it shall in any way affect its obligations on this bond, and waives notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work, or to the specifications.

SIGNED AND SEALED this _____ day of _____, 2020.

(Name of Surety Company)
By _____
(Signature)
Its _____
(Title of Office)

(Name of Principal)
By _____
(Signature)
Its _____
(Title of Office)

Approved as to form:

Name and address of agent:

Stephen K. Postema, City Attorney

LABOR AND MATERIAL BOND

- (1) _____
of _____(referred to as "Principal"), and _____, a corporation duly authorized to do business in the State of Michigan, (referred to as "Surety"), are bound to the City of Ann Arbor, Michigan (referred to as "City"), for the use and benefit of claimants as defined in Act 213 of Michigan Public Acts of 1963, as amended, being MCL 129.201 et seq., in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by this bond.
- (2) The Principal has entered a written Contract with the City, dated _____, 2020, for The 2019 Bridge Capital Preventative Maintenance Repairs; City of Ann Arbor File No. 2019-030 and this bond is given for that Contract in compliance with Act No. 213 of the Michigan Public Acts of 1963 as amended;
- (3) If the Principal fails to promptly and fully repay claimants for labor and material reasonably required under the Contract, the Surety shall pay those claimants.
- (4) Surety's obligations shall not exceed the amount stated in paragraph 1, and Surety shall have no obligation if the Principal promptly and fully pays the claimants.

SIGNED AND SEALED this _____ day of _____, 2020

(Name of Surety Company)

By _____
(Signature)

Its _____
(Title of Office)

Approved as to form:

Stephen K. Postema, City Attorney

(Name of Principal)

By _____
(Signature)

Its _____
(Title of Office)

Name and address of agent:

GENERAL CONDITIONS

Section 1 - Execution, Correlation and Intent of Documents

The contract documents shall be signed in 2 copies by the City and the Contractor.

The contract documents are complementary and what is called for by any one shall be binding. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning have the meaning of those recognized standards.

In case of a conflict among the contract documents listed below in any requirement(s), the requirement(s) of the document listed first shall prevail over any conflicting requirement(s) of a document listed later.

(1) Addenda in reverse chronological order; (2) Detailed Specifications; (3) Standard Specifications; (4) Plans; (5) General Conditions; (6) Contract; (7) Bid Forms; (8) Bond Forms; (9) Bid.

Section 2 - Order of Completion

The Contractor shall submit with each invoice, and at other times reasonably requested by the Supervising Professional, schedules showing the order in which the Contractor proposes to carry on the work. They shall include the dates at which the Contractor will start the several parts of the work, the estimated dates of completion of the several parts, and important milestones within the several parts.

Section 3 - Familiarity with Work

The Bidder or its representative shall make personal investigations of the site of the work and of existing structures and shall determine to its own satisfaction the conditions to be encountered, the nature of the ground, the difficulties involved, and all other factors affecting the work proposed under this Contract. The Bidder to whom this Contract is awarded will not be entitled to any additional compensation unless conditions are clearly different from those which could reasonably have been anticipated by a person making diligent and thorough investigation of the site.

The Bidder shall immediately notify the City upon discovery, and in every case prior to submitting its Bid, of every error or omission in the bidding documents that would be identified by a reasonably competent, diligent Bidder. In no case will a Bidder be allowed the benefit of extra compensation or time to complete the work under this Contract for extra expenses or time spent as a result of the error or omission.

Section 4 - Wage Requirements

Under this Contract, the Contractor shall conform to Chapter 14 of Title I of the Code of the City of Ann Arbor as amended; which in part states "...that all craftsmen, mechanics and laborers employed directly on the site in connection with said improvements, including said employees of subcontractors, shall receive the prevailing wage for the corresponding classes of craftsmen,

mechanics and laborers, as determined by statistics for the Ann Arbor area compiled by the United States Department of Labor. At the request of the City, any contractor or subcontractor shall provide satisfactory proof of compliance with the contract provisions required by the Section.

Pursuant to Resolution R-16-469 all public improvement contractors are subject to prevailing wage and will be required to provide to the City payroll records sufficient to demonstrate compliance with the prevailing wage requirements. A sample Prevailing Wage Form is provided in the Appendix herein for reference as to what will be expected from contractors. Use of the Prevailing Wage Form provided in the Appendix section or a City-approved equivalent will be required along with wage rate interviews.

Where the Contract and the Ann Arbor City Ordinance are silent as to definitions of terms required in determining contract compliance with regard to prevailing wages, the definitions provided in the Davis-Bacon Act as amended (40 U.S.C. 278-a to 276-a-7) for the terms shall be used.

If the Contractor is a "covered employer" as defined in Chapter 23 of the Ann Arbor City Code, the Contractor agrees to comply with the living wage provisions of Chapter 23 of the Ann Arbor City Code. The Contractor agrees to pay those employees providing Services to the City under this Agreement a "living wage," as defined in Section 1:815 of the Ann Arbor City Code, as adjusted in accordance with Section 1:815(3); to post a notice approved by the City of the applicability of Chapter 23 in every location in which regular or contract employees providing services under this Agreement are working; to maintain records of compliance; if requested by the City, to provide documentation to verify compliance; to take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee or person contracted for employment in order to pay the living wage required by Section 1:815; and otherwise to comply with the requirements of Chapter 23.

Contractor agrees that all subcontracts entered into by the Contractor shall contain similar wage provision covering subcontractor's employees who perform work on this contract.

Section 5 - Non-Discrimination

The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209. The Contractor further agrees to comply with the provisions of Section 9:158 of Chapter 112 of Title IX of the Ann Arbor City Code, and to assure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity.

Section 6 - Materials, Appliances, Employees

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation, and other facilities necessary or used for the execution and completion of the work. Unless otherwise specified, all materials incorporated in the permanent work shall be new, and both workmanship and materials shall be of the highest quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall at all times enforce strict discipline and good order among its employees, and shall seek to avoid employing on the work any unfit person or anyone not skilled in the work assigned.

Adequate sanitary facilities shall be provided by the Contractor.

Section 7 - Qualifications for Employment

The Contractor shall employ competent laborers and mechanics for the work under this Contract. For work performed under this Contract, employment preference shall be given to qualified local residents.

Section 8 - Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringements of any patent rights and shall hold the City harmless from loss on account of infringement except that the City shall be responsible for all infringement loss when a particular process or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process or product is patented or is believed to be patented.

Section 9 - Permits and Regulations

The Contractor must secure and pay for all permits, permit or plan review fees and licenses necessary for the prosecution of the work. These include but are not limited to City building permits, right-of-way permits, lane closure permits, right-of-way occupancy permits, and the like. The City shall secure and pay for easements shown on the plans unless otherwise specified.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the contract documents are at variance with those requirements, it shall promptly notify the Supervising Professional in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work.

Section 10 - Protection of the Public and of Work and Property

The Contractor is responsible for the means, methods, sequences, techniques and procedures of construction and safety programs associated with the work contemplated by this contract. The Contractor, its agents or sub-contractors, shall comply with the "General Rules and Regulations for the Construction Industry" as published by the Construction Safety Commission of the State of Michigan and to all other local, State and National laws, ordinances, rules and regulations pertaining to safety of persons and property.

The Contractor shall take all necessary and reasonable precautions to protect the safety of the public. It shall continuously maintain adequate protection of all work from damage, and shall take all necessary and reasonable precautions to adequately protect all public and private property from injury or loss arising in connection with this Contract. It shall make good any damage, injury or loss to its work and to public and private property resulting from lack of reasonable protective precautions, except as may be due to errors in the contract documents, or caused by agents or employees of the City. The Contractor shall obtain and maintain sufficient insurance to cover damage to any City property at the site by any cause.

In an emergency affecting the safety of life, or the work, or of adjoining property, the Contractor is, without special instructions or authorization from the Supervising Professional, permitted to act at its discretion to prevent the threatened loss or injury. It shall also so act, without appeal, if authorized or instructed by the Supervising Professional.

Any compensation claimed by the Contractor for emergency work shall be determined by agreement or in accordance with the terms of Claims for Extra Cost - Section 15.

Section 11 - Inspection of Work

The City shall provide sufficient competent personnel for the inspection of the work.

The Supervising Professional shall at all times have access to the work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for access and for inspection.

If the specifications, the Supervising Professional's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Supervising Professional timely notice of its readiness for inspection, and if the inspection is by an authority other than the Supervising Professional, of the date fixed for the inspection. Inspections by the Supervising Professional shall be made promptly, and where practicable at the source of supply. If any work should be covered up without approval or consent of the Supervising Professional, it must, if required by the Supervising Professional, be uncovered for examination and properly restored at the Contractor's expense.

Re-examination of any work may be ordered by the Supervising Professional, and, if so ordered, the work must be uncovered by the Contractor. If the work is found to be in accordance with the contract documents, the City shall pay the cost of re-examination and replacement. If the work is not in accordance with the contract documents, the Contractor shall pay the cost.

Section 12 - Superintendence

The Contractor shall keep on the work site, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the Supervising Professional. The superintendent will be responsible to perform all on-site project management for the Contractor. The superintendent shall be experienced in the work required for this Contract. The superintendent shall represent the Contractor and all direction given to the superintendent shall be binding as if given to the Contractor. Important directions shall immediately be confirmed in writing to the Contractor. Other directions will be confirmed on written request. The Contractor shall give efficient superintendence to the work, using its best skill and attention.

Section 13 - Changes in the Work

The City may make changes to the quantities of work within the general scope of the Contract at any time by a written order and without notice to the sureties. If the changes add to or deduct from the extent of the work, the Contract Sum shall be adjusted accordingly. All the changes shall be executed under the conditions of the original Contract except that any claim for extension of time caused by the change shall be adjusted at the time of ordering the change.

In giving instructions, the Supervising Professional shall have authority to make minor changes in the work not involving extra cost and not inconsistent with the purposes of the work, but otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Supervising Professional, and no claim for an addition to the Contract Sum shall be valid unless the additional work was ordered in writing.

The Contractor shall proceed with the work as changed and the value of the work shall be determined as provided in Claims for Extra Cost - Section 15.

Section 14 - Extension of Time

Extension of time stipulated in the Contract for completion of the work will be made if and as the Supervising Professional may deem proper under any of the following circumstances:

- (1) When work under an extra work order is added to the work under this Contract;
- (2) When the work is suspended as provided in Section 20;
- (3) When the work of the Contractor is delayed on account of conditions which could not have been foreseen, or which were beyond the control of the Contractor, and which were not the result of its fault or negligence;
- (4) Delays in the progress of the work caused by any act or neglect of the City or of its employees or by other Contractors employed by the City;
- (5) Delay due to an act of Government;
- (6) Delay by the Supervising Professional in the furnishing of plans and necessary information;
- (7) Other cause which in the opinion of the Supervising Professional entitles the Contractor to an extension of time.

The Contractor shall notify the Supervising Professional within 7 days of an occurrence or conditions which, in the Contractor's opinion, entitle it to an extension of time. The notice shall be in writing and submitted in ample time to permit full investigation and evaluation of the Contractor's claim. The Supervising Professional shall acknowledge receipt of the Contractor's notice within 7 days of its receipt. Failure to timely provide the written notice shall constitute a waiver by the Contractor of any claim.

In situations where an extension of time in contract completion is appropriate under this or any other section of the contract, the Contractor understands and agrees that the only available adjustment for events that cause any delays in contract completion shall be extension of the required time for contract completion and that there shall be no adjustments in the money due the Contractor on account of the delay.

Section 15 - Claims for Extra Cost

If the Contractor claims that any instructions by drawings or other media issued after the date of the Contract involved extra cost under this Contract, it shall give the Supervising Professional written notice within 7 days after the receipt of the instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property. The procedure shall then be as provided for Changes in the Work-Section 13. No claim shall be valid unless so made.

If the Supervising Professional orders, in writing, the performance of any work not covered by the contract documents, and for which no item of work is provided in the Contract, and for which no unit price or lump sum basis can be agreed upon, then the extra work shall be done on a Cost-Plus-Percentage basis of payment as follows:

- (1) The Contractor shall be reimbursed for all reasonable costs incurred in doing the work, and shall receive an additional payment of 15% of all the reasonable costs to cover both its indirect overhead costs and profit;

- (2) The term "Cost" shall cover all payroll charges for employees and supervision required under the specific order, together with all worker's compensation, Social Security, pension and retirement allowances and social insurance, or other regular payroll charges on same; the cost of all material and supplies required of either temporary or permanent character; rental of all power-driven equipment at agreed upon rates, together with cost of fuel and supply charges for the equipment; and any costs incurred by the Contractor as a direct result of executing the order, if approved by the Supervising Professional;
- (3) If the extra is performed under subcontract, the subcontractor shall be allowed to compute its charges as described above. The Contractor shall be permitted to add an additional charge of 5% percent to that of the subcontractor for the Contractor's supervision and contractual responsibility;
- (4) The quantities and items of work done each day shall be submitted to the Supervising Professional in a satisfactory form on the succeeding day, and shall be approved by the Supervising Professional and the Contractor or adjusted at once;
- (5) Payments of all charges for work under this Section in any one month shall be made along with normal progress payments. Retainage shall be in accordance with Progress Payments-Section 16.

No additional compensation will be provided for additional equipment, materials, personnel, overtime or special charges required to perform the work within the time requirements of the Contract.

When extra work is required and no suitable price for machinery and equipment can be determined in accordance with this Section, the hourly rate paid shall be 1/40 of the basic weekly rate listed in the Rental Rate Blue Book published by Dataquest Incorporated and applicable to the time period the equipment was first used for the extra work. The hourly rate will be deemed to include all costs of operation such as bucket or blade, fuel, maintenance, "regional factors", insurance, taxes, and the like, but not the costs of the operator.

Section 16 - Progress Payments

The Contractor shall submit each month, or at longer intervals, if it so desires, an invoice covering work performed for which it believes payment, under the Contract terms, is due. The submission shall be to the City's Finance Department - Accounting Division. The Supervising Professional will, within 10 days following submission of the invoice, prepare a certificate for payment for the work in an amount to be determined by the Supervising Professional as fairly representing the acceptable work performed during the period covered by the Contractor's invoice. To insure the proper performance of this Contract, the City will retain a percentage of the estimate in accordance with Act 524, Public Acts of 1980. The City will then, following the receipt of the Supervising Professional's Certificate, make payment to the Contractor as soon as feasible, which is anticipated will be within 15 days.

An allowance may be made in progress payments if substantial quantities of permanent material have been delivered to the site but not incorporated in the completed work if the Contractor, in the opinion of the Supervising Professional, is diligently pursuing the work under this Contract. Such materials shall be properly stored and adequately protected. Allowance in the estimate shall be at the invoice price value of the items. Notwithstanding any payment of any allowance, all risk of loss due to vandalism or any damages to the stored materials remains with the Contractor.

In the case of Contracts which include only the Furnishing and Delivering of Equipment, the payments shall be; 60% of the Contract Sum upon the delivery of all equipment to be furnished, or in the case of delivery of a usable portion of the equipment in advance of the total equipment delivery, 60% of the estimated value of the portion of the equipment may be paid upon its delivery in advance of the time of the remainder of the equipment to be furnished; 30% of the Contract Sum upon completion of erection of all equipment furnished, but not later than 60 days after the date of delivery of all of the equipment to be furnished; and payment of the final 10% on final completion of erection, testing and acceptance of all the equipment to be furnished; but not later than 180 days after the date of delivery of all of the equipment to be furnished, unless testing has been completed and shows the equipment to be unacceptable.

With each invoice for periodic payment, the Contractor shall enclose a Contractor's Declaration - Section 43, and an updated project schedule per Order of Completion - Section 2.

Section 17 - Deductions for Uncorrected Work

If the Supervising Professional decides it is inexpedient to correct work that has been damaged or that was not done in accordance with the Contract, an equitable deduction from the Contract price shall be made.

Section 18 - Correction of Work Before Final Payment

The Contractor shall promptly remove from the premises all materials condemned by the Supervising Professional as failing to meet Contract requirements, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute the work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other contractors destroyed or damaged by the removal or replacement.

If the Contractor does not remove the condemned work and materials within 10 days after written notice, the City may remove them and, if the removed material has value, may store the material at the expense of the Contractor. If the Contractor does not pay the expense of the removal within 10 days thereafter, the City may, upon 10 days written notice, sell the removed materials at auction or private sale and shall pay to the Contractor the net proceeds, after deducting all costs and expenses that should have been borne by the Contractor. If the removed material has no value, the Contractor must pay the City the expenses for disposal within 10 days of invoice for the disposal costs.

The inspection or lack of inspection of any material or work pertaining to this Contract shall not relieve the Contractor of its obligation to fulfill this Contract and defective work shall be made good. Unsuitable materials may be rejected by the Supervising Professional notwithstanding that the work and materials have been previously overlooked by the Supervising Professional and accepted or estimated for payment or paid for. If the work or any part shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good the defect in a manner satisfactory to the Supervising Professional. The judgment and the decision of the Supervising Professional as to whether the materials supplied and the work done under this Contract comply with the requirements of the Contract shall be conclusive and final.

Section 19 - Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Supervising Professional will promptly make the inspection. When the Supervising Professional finds the work acceptable under the Contract and the Contract fully performed, the Supervising Professional will promptly sign and issue a final certificate stating that the work required by this Contract has been completed and is accepted by the City under the terms and conditions of the Contract. The entire balance found to be due the Contractor, including the retained percentage, shall be paid to the Contractor by the City within 30 days after the date of the final certificate.

Before issuance of final certificates, the Contractor shall file with the City:

- (1) The consent of the surety to payment of the final estimate;
- (2) The Contractor's Affidavit in the form required by Section 44.

In case the Affidavit or consent is not furnished, the City may retain out of any amount due the Contractor, sums sufficient to cover all lienable claims.

The making and acceptance of the final payment shall constitute a waiver of all claims by the City except those arising from:

- (1) unsettled liens;
- (2) faulty work appearing within 12 months after final payment;
- (3) hidden defects in meeting the requirements of the plans and specifications;
- (4) manufacturer's guarantees.

It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

Section 20 - Suspension of Work

The City may at any time suspend the work, or any part by giving 5 days notice to the Contractor in writing. The work shall be resumed by the Contractor within 10 days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expense incurred by the Contractor in connection with the work under this Contract as a result of the suspension.

If the work, or any part, shall be stopped by the notice in writing, and if the City does not give notice in writing to the Contractor to resume work at a date within 90 days of the date fixed in the written notice to suspend, then the Contractor may abandon that portion of the work suspended and will be entitled to the estimates and payments for all work done on the portions abandoned, if any, plus 10% of the value of the work abandoned, to compensate for loss of overhead, plant expense, and anticipated profit.

Section 21 - Delays and the City's Right to Terminate Contract

If the Contractor refuses or fails to prosecute the work, or any separate part of it, with the diligence required to insure completion, ready for operation, within the allowable number of consecutive calendar days specified plus extensions, or fails to complete the work within the

required time, the City may, by written notice to the Contractor, terminate its right to proceed with the work or any part of the work as to which there has been delay. After providing the notice the City may take over the work and prosecute it to completion, by contract or otherwise, and the Contractor and its sureties shall be liable to the City for any excess cost to the City. If the Contractor's right to proceed is terminated, the City may take possession of and utilize in completing the work, any materials, appliances and plant as may be on the site of the work and useful for completing the work. The right of the Contractor to proceed shall not be terminated or the Contractor charged with liquidated damages where an extension of time is granted under Extension of Time - Section 14.

If the Contractor is adjudged a bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if it fails to make prompt payments to subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the Supervising Professional, or otherwise is guilty of a substantial violation of any provision of the Contract, then the City, upon the certificate of the Supervising Professional that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor 3 days written notice, terminate this Contract. The City may then take possession of the premises and of all materials, tools and appliances thereon and without prejudice to any other remedy it may have, make good the deficiencies or finish the work by whatever method it may deem expedient, and deduct the cost from the payment due the Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the expense of finishing the work, including compensation for additional managerial and administrative services exceeds the unpaid balance of the Contract Sum, the Contractor and its surety are liable to the City for any excess cost incurred. The expense incurred by the City, and the damage incurred through the Contractor's default, shall be certified by the Supervising Professional.

Section 22 - Contractor's Right to Terminate Contract

If the work should be stopped under an order of any court, or other public authority, for a period of 3 months, through no act or fault of the Contractor or of anyone employed by it, then the Contractor may, upon 7 days written notice to the City, terminate this Contract and recover from the City payment for all acceptable work executed plus reasonable profit.

Section 23 - City's Right To Do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the City, 3 days after giving written notice to the Contractor and its surety may, without prejudice to any other remedy the City may have, make good the deficiencies and may deduct the cost from the payment due to the Contractor.

Section 24 - Removal of Equipment and Supplies

In case of termination of this Contract before completion, from any or no cause, the Contractor, if notified to do so by the City, shall promptly remove any part or all of its equipment and supplies from the property of the City, failing which the City shall have the right to remove the equipment and supplies at the expense of the Contractor.

The removed equipment and supplies may be stored by the City and, if all costs of removal and storage are not paid by the Contractor within 10 days of invoicing, the City upon 10 days written notice may sell the equipment and supplies at auction or private sale, and shall pay the Contractor the net proceeds after deducting all costs and expenses that should have been borne by the Contractor and after deducting all amounts claimed due by any lien holder of the equipment or

supplies.

Section 25 - Responsibility for Work and Warranties

The Contractor assumes full responsibility for any and all materials and equipment used in the construction of the work and may not make claims against the City for damages to materials and equipment from any cause except negligence or willful act of the City. Until its final acceptance, the Contractor shall be responsible for damage to or destruction of the project (except for any part covered by Partial Completion and Acceptance - Section 26). The Contractor shall make good all work damaged or destroyed before acceptance. All risk of loss remains with the Contractor until final acceptance of the work (Section 19) or partial acceptance (Section 26). The Contractor is advised to investigate obtaining its own builders risk insurance.

The Contractor shall guarantee the quality of the work for a period of one year. The Contractor shall also unconditionally guarantee the quality of all equipment and materials that are furnished and installed under the contract for a period of one year. At the end of one year after the Contractor's receipt of final payment, the complete work, including equipment and materials furnished and installed under the contract, shall be inspected by the Contractor and the Supervising Professional. Any defects shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. Any defects that are identified prior to the end of one year shall also be inspected by the Contractor and the Supervising Professional and shall be corrected by the Contractor at its expense as soon as practicable but in all cases within 60 days. The Contractor shall assign all manufacturer or material supplier warranties to the City prior to final payment. The assignment shall not relieve the Contractor of its obligations under this paragraph to correct defects.

Section 26 - Partial Completion and Acceptance

If at any time prior to the issuance of the final certificate referred to in Acceptance and Final Payment - Section 19, any portion of the permanent construction has been satisfactorily completed, and if the Supervising Professional determines that portion of the permanent construction is not required for the operations of the Contractor but is needed by the City, the Supervising Professional shall issue to the Contractor a certificate of partial completion, and immediately the City may take over and use the portion of the permanent construction described in the certificate, and exclude the Contractor from that portion.

The issuance of a certificate of partial completion shall not constitute an extension of the Contractor's time to complete the portion of the permanent construction to which it relates if the Contractor has failed to complete it in accordance with the terms of this Contract. The issuance of the certificate shall not release the Contractor or its sureties from any obligations under this Contract including bonds.

If prior use increases the cost of, or delays the work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the Supervising Professional may determine.

Section 27 - Payments Withheld Prior to Final Acceptance of Work

The City may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to the extent reasonably appropriate to protect the City from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor;
- (3) Failure of the Contractor to make payments properly to subcontractors or for material or labor;
- (4) Damage to another Contractor.

When the above grounds are removed or the Contractor provides a Surety Bond satisfactory to the City which will protect the City in the amount withheld, payment shall be made for amounts withheld under this section.

Section 28 - Contractor's Insurance

- (1) The Contractor shall procure and maintain during the life of this Contract, including the guarantee period and during any warranty work, such insurance policies, including those set forth below, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this Contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor, or anyone employed by them directly or indirectly. Prior to commencement of any work under this contract, Contractor shall provide to the City documentation satisfactory to the City, through City-approved means (currently myCOI), demonstrating it has obtained the required policies and endorsements. The certificates of insurance endorsements and/or copies of policy language shall document that the Contractor satisfies the following minimum requirements. Contractor shall add registration@mycoitracking.com to its safe sender's list so that it will receive necessary communication from myCOI. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).

Required insurance policies include:

- (a) Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employers Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 each accident
 Bodily Injury by Disease - \$500,000 each employee
 Bodily Injury by Disease - \$500,000 each policy limit

- (b) Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements specifically for the following coverages: Products and Completed Operations, Explosion, Collapse and Underground coverage or Pollution. Further there shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. The following minimum limits of liability are required:

\$1,000,000	Each occurrence as respect Bodily Injury Liability or Property Damage Liability, or both combined.
\$2,000,000	Per Project General Aggregate
\$1,000,000	Personal and Advertising Injury
\$2,000,000	Products and Completed Operations Aggregate

- (c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Ann Arbor shall be named as an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$1,000,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.
 - (d) Umbrella/Excess Liability Insurance shall be provided to apply excess of the Commercial General Liability, Employers Liability and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$1,000,000.
- (2) Insurance required under subsection (1)(b) and (1)(c) above shall be considered primary as respects any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
 - (3) Insurance companies and policy forms are subject to approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and un-qualified 30-day written notice of cancellation in favor of the City of Ann Arbor. Further, the documentation must explicitly state the following: (a) the policy number(s); name of insurance company(s); name and address of the agent(s) or authorized representative(s); name(s), email address(es), and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions which may be approved by the City, in its sole discretion; (c) that the policy conforms to the requirements specified Contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to commencement of any work. Upon request, the Contractor shall provide within 30 days a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this Contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.
 - (4) Any Insurance provider of Contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
 - (5) City reserves the right to require additional coverage and/or coverage amounts as may be included from time to time in the Detailed Specifications for the Project.
 - (6) The provisions of General Condition 28 shall survive the expiration or earlier termination of this contract for any reason.

Section 29 - Surety Bonds

Bonds will be required from the successful bidder as follows:

- (1) A Performance Bond to the City of Ann Arbor for the amount of the bid(s) accepted;
- (2) A Labor and Material Bond to the City of Ann Arbor for the amount of the bid(s) accepted.

Bonds shall be executed on forms supplied by the City in a manner and by a Surety Company authorized to transact business in Michigan and satisfactory to the City Attorney.

Section 30 - Damage Claims

The Contractor shall be held responsible for all damages to property of the City or others, caused by or resulting from the negligence of the Contractor, its employees, or agents during the progress of or connected with the prosecution of the work, whether within the limits of the work or elsewhere. The Contractor must restore all property injured including sidewalks, curbing, sodding, pipes, conduit, sewers or other public or private property to not less than its original condition with new work.

Section 31 - Refusal to Obey Instructions

If the Contractor refuses to obey the instructions of the Supervising Professional, the Supervising Professional shall withdraw inspection from the work, and no payments will be made for work performed thereafter nor may work be performed thereafter until the Supervising Professional shall have again authorized the work to proceed.

Section 32 - Assignment

Neither party to the Contract shall assign the Contract without the written consent of the other. The Contractor may assign any monies due to it to a third party acceptable to the City.

Section 33 - Rights of Various Interests

Whenever work being done by the City's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Supervising Professional, to secure the completion of the various portions of the work in general harmony.

The Contractor is responsible to coordinate all aspects of the work, including coordination of, and with, utility companies and other contractors whose work impacts this project.

Section 34 - Subcontracts

The Contractor shall not award any work to any subcontractor without prior written approval of the City. The approval will not be given until the Contractor submits to the City a written statement concerning the proposed award to the subcontractor. The statement shall contain all information the City may require.

The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the General Conditions and all other contract documents applicable to the work of the subcontractors and to give the Contractor the same power to terminate any subcontract that the City may exercise over the Contractor under any provision of the contract documents.

Nothing contained in the contract documents shall create any contractual relation between any subcontractor and the City.

Section 35 - Supervising Professional's Status

The Supervising Professional has the right to inspect any or all work. The Supervising Professional has authority to stop the work whenever stoppage may be appropriate to insure the proper execution of the Contract. The Supervising Professional has the authority to reject all work and materials which do not conform to the Contract and to decide questions which arise in the execution of the work.

The Supervising Professional shall make all measurements and determinations of quantities. Those measurements and determinations are final and conclusive between the parties.

Section 36 - Supervising Professional's Decisions

The Supervising Professional shall, within a reasonable time after their presentation to the Supervising Professional, make decisions in writing on all claims of the City or the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the contract documents.

Section 37 - Storing Materials and Supplies

Materials and supplies may be stored at the site of the work at locations agreeable to the City unless specific exception is listed elsewhere in these documents. Ample way for foot traffic and drainage must be provided, and gutters must, at all times, be kept free from obstruction. Traffic on streets shall be interfered with as little as possible. The Contractor may not enter or occupy with agents, employees, tools, or material any private property without first obtaining written permission from its owner. A copy of the permission shall be furnished to the Supervising Professional.

Section 38 - Lands for Work

The Contractor shall provide, at its own expense and without liability to the City, any additional land and access that may be required for temporary construction facilities or for storage of materials.

Section 39 - Cleaning Up

The Contractor shall, as directed by the Supervising Professional, remove at its own expense from the City's property and from all public and private property all temporary structures, rubbish and waste materials resulting from its operations unless otherwise specifically approved, in writing, by the Supervising Professional.

Section 40 - Salvage

The Supervising Professional may designate for salvage any materials from existing structures or underground services. Materials so designated remain City property and shall be transported or stored at a location as the Supervising Professional may direct.

Section 41 - Night, Saturday or Sunday Work

No night or Sunday work (without prior written City approval) will be permitted except in the case of an emergency and then only to the extent absolutely necessary. The City may allow night work which, in the opinion of the Supervising Professional, can be satisfactorily performed at night. Night work is any work between 8:00 p.m. and 7:00 a.m. No Saturday work will be permitted unless the Contractor gives the Supervising Professional at least 48 hours but not more than 5 days notice of the Contractor's intention to work the upcoming Saturday.

Section 42 - Sales Taxes

Under State law the City is exempt from the assessment of State Sales Tax on its direct purchases. Contractors who acquire materials, equipment, supplies, etc. for incorporation in City projects are not likewise exempt. State Law shall prevail. The Bidder shall familiarize itself with the State Law and prepare its Bid accordingly. No extra payment will be allowed under this Contract for failure of the Contractor to make proper allowance in this bid for taxes it must pay.

Section 43

CONTRACTOR'S DECLARATION

I hereby declare that I have not, during the period _____, 20____, to _____, 20____, performed any work, furnished any materials, sustained any loss, damage or delay, or otherwise done anything in addition to the regular items (or executed change orders) set forth in the Contract titled _____, for which I shall ask, demand, sue for, or claim compensation or extension of time from the City, except as I hereby make claim for additional compensation or extension of time as set forth on the attached itemized statement. I further declare that I have paid all payroll obligations related to this Contract that have become due during the above period and that all invoices related to this Contract received more than 30 days prior to this declaration have been paid in full except as listed below.

There is/is not (Contractor please circle one and strike one as appropriate) an itemized statement attached regarding a request for additional compensation or extension of time.

Contractor

Date

By _____
(Signature)

Its _____
(Title of Office)

Past due invoices, if any, are listed below.

STANDARD SPECIFICATIONS

All work under this contract shall be performed in accordance with the Public Services Department Standard Specifications in effect at the date of availability of the contract documents stipulated in the Bid.

Any work modified by the Detailed Specifications shall be performed in accordance with the applicable Detailed Specification(s) contained in these contract documents. Any work not covered by the City Standard Specifications or the project Detailed Specifications shall be performed in accordance with the applicable section(s) of the 2012 Michigan Department of Transportation Standard Specifications for Construction.

The City of Ann Arbor Standard Specifications are available online:

<http://www.a2gov.org/departments/engineering/Pages/Engineering-and-Contractor-Resources.aspx>

DETAILED SPECIFICATIONS

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CERTIFIED PAYROLL COMPLIANCE AND REPORTING

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a. Description.- This specification covers all administrative requirements, payroll reporting procedures to be followed by Contractors performing work on City-sponsored public improvements projects, and all other miscellaneous and incidental costs associated with complying with the applicable sections of the City of Ann Arbor Code of Ordinances with regard to payment of prevailing wages and its Prevailing Wage Compliance policy.

This specification is **not** intended to include the actual labor costs associated with the payment of prevailing wages as required. Those costs should be properly incorporated in all other items of work bid.

b. General.- The Contractor is expected to comply with all applicable sections of Federal and State prevailing wage laws, duly promulgated regulations, the City of Ann Arbor Code of Ordinances, and its Prevailing Wage Compliance Policy as defined within the contract documents. The Contractor shall provide the required certified payrolls, city-required declarations, and reports requested elsewhere in the contract documents within the timeline(s) stipulated therein.

The Contractor shall also provide corrected copies of any submitted documents that are found to contain errors, omissions, inconsistencies, or other defects that render the report invalid. The corrected copies shall be provided when requested by the Supervising Professional.

The Contractor shall also attend any required meetings as needed to fully discuss and ensure compliance with the contract requirements regarding prevailing wage compliance. The Contractor shall require all employees engaged in on-site work to participate in, provide the requested information to the extent practicable, and cooperate in the interview process. The City of Ann Arbor will provided the needed language interpreters in order to perform wage rate interviews or other field investigations as needed.

Certified Payrolls may be submitted on City-provided forms or forms used by the Contractor, as long as the Contractor's forms contain all required payroll information. If the Contractor elects to provide their own forms, the forms shall be approved by the Supervising Professional prior to the beginning of on-site work.

CERTIFIED PAYROLL COMPLIANCE AND REPORTING 104

**CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CERTIFIED PAYROLL COMPLIANCE AND REPORTING**

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01/30/18

c. Unbalanced Bidding.- The City of Ann Arbor will examine the submitted cost for this item of work prior to contract award. If the City determines, in its sole discretion, that the costs bid by the Contractor for complying with the contract requirements are not reasonable, accurately reported, or may contain discrepancies, the City reserves the right to request additional documentation that fully supports and justifies the price as bid. Should the submitted information not be determined to be reasonable or justify the costs, the City reserves the right to pursue award of the contract to the second low bidder without penalty or prejudice to any other remedies that it may have or may elect to exercise with respect to the original low-bidder.

The Contract Completion date will not be extended as a result of the City's investigation of the as-bid amount for this item of work, even if the anticipated contract award date must be adjusted. The only exception will be if the Contractor adequately demonstrates that their costs were appropriate and justifiable. If so, the City will adjust the contract completion date by the number of calendar days commensurate with the length of the investigation, if the published Notice to Proceed date of the work cannot be met. The contract unit prices for all other items of work will not be adjusted regardless of an adjustment of the contract completion date being made.

d. Measurement and Payment.- The completed work as measured for this item of work will be paid for at the Contract Unit Price for the following Contract (Pay) Item:

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Certified Payroll Compliance and Reporting	Lump Sum

The unit price for this item of work shall include all supervisory, accounting, administrative, and equipment costs needed to monitor and perform all work related to maintaining compliance with the tasks specified in this Detailed Specification, the City of Ann Arbor Code of Ordinances, its Prevailing Wage Compliance policy and the applicable Federal and State laws.

Payment for this work will be made with each progress payment, on a pro-rata basis, based on the percentage of construction completed. When all of the work of this contract has been completed, the measurement of this item shall be 1.0 times the Lump Sum bid amount. This amount will not be increased for any reason, including extensions of time, extra work, and/or adjustments to existing items of work.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE

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The entire work under this Contract shall be completed in accordance with, and subject to, the scheduling requirements as outlined below and all other requirements of the Contract Documents.

1. The Contractor shall not begin the work of this project until receipt of the fully executed Contract and Notice-to-Proceed. It is expected that the work of this project will begin on Wednesday, April 15, 2020.

2. The entire work under this Contract including, but not limited to; maintaining traffic; chipping and patching; rip-rap installation; concrete surface coating; overband crack sealing; removal of traffic devices; clean-up and restoration of the site; and all other contract work shall be completed by the **Substantial Completion** date of **Wednesday, July 8, 2020**.

3. Final restoration of all areas within the project limits and any other disturbed areas shall be completed by the **Final Completion** date of **Friday, July 31, 2020**.

Failure to meet the Substantial Completion date for all work as specified herein within the times specified herein, including time extensions granted thereto as determined by the Engineer, shall entitle the City to deduct from the payments due the Contractor, **\$900.00** in Liquidated Damages, and not as a penalty, for delays in the completion of the work for each and every calendar day beyond the Substantial Completion date as defined in this Detailed Specification.

If the Contractor fails to complete the work such that Final Completion cannot be granted by the date specified herein, including time extensions granted thereto as determined by the Engineer, it shall entitle the City to deduct from the payments due the Contractor, **\$450.00** in Liquidated Damages, and not as a penalty, for delays in the Final Completion of the work for each and every calendar day beyond the Final Completion date defined in this Detailed Specification.

The Contractor shall be furnished with 2 copies of the Contract, for their execution, on, or about, Wednesday, December 18, 2019. The Contractor shall properly execute both copies of the Contract and return them, with the required Bonds and Insurance Certificates, to the City within 21 calendar days. The Contractor shall not begin the work before the applicable date(s) as described herein without approval from the Engineer, and in no case before receipt of the fully executed Contract. **City Council approval is expected Monday, February 3, 2020**.

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DETAILED SPECIFICATION
FOR
PROJECT SCHEDULE

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This project is on an expedited schedule. Time is of the essence in the performance of the work of this contract. The Contractor is expected to mobilize sufficient personnel and equipment and work throughout all authorized hours to complete the project within the specified time/date of this Contract.

The hours of work shall be governed by the Ann Arbor City Code and are 7:00 a.m. to 8:00 p.m. Monday through Saturday. Work on Sunday will not be allowed unless approved in advance by the Public Services Area Administrator.

Prior to the start of any construction, including mobilization and staging, the Contractor shall submit a detailed progress schedule of work for the Engineer's review and approval. Work shall not start until a schedule is approved in writing by the Engineer. The proposed schedule must fully comply with the scheduling requirements contained herein, and in other Detailed Specifications contained within the contract documents. The Contractor shall update the approved work schedule upon changes and upon request by the Engineer and present it to the Engineer within 7 days of said request or change.

The Progress Schedule shall include, as a minimum, the controlling work items for the completion of the project and the planned dates that these work items will be controlling operations. When specified in the contract documents, intermediate completion dates, as well as the date the project is to be opened to traffic, and the final project completion date shall also be included in the project schedule.

The City of Ann Arbor has not obtained a Temporary Permit of Entry from MDOT or Amtrak for work within the existing railroad right-of-way. Should the Contractor elect to stage any work within the MDOT-owned railroad right-of-way they shall be responsible to obtain any and all needed permits from MDOT and/or Amtrak. No time extensions will be granted for any delays whatsoever that are caused by MDOT or Amtrak for this project.

No work shall be performed, or lane closures, permitted during any University of Michigan Home Football Game weekend, which for the purpose of this contract, is defined as 3:30 p.m. on the Friday immediately prior to the game and extending until 7:00 a.m. on the Monday immediately thereafter. All roadways and sidewalks shall be re-opened for these events.

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Liquidated Damages will be assessed until the required work is completed in the current construction season. If, with the Engineer’s approval, work is extended beyond seasonal limitations, the assessment of Liquidated Damages will be discontinued until the work is resumed in the following construction season.

If the work required by this construction contract is not completed by the specified date(s) including any extensions of time granted thereto, at the sole discretion of the City of Ann Arbor, this Contract may be terminated with no additional compensation due to the Contractor, and the Contractor may be forbidden to bid on future City of Ann Arbor projects for a period of at least 3 years. If the Engineer elects to terminate the Contract, contract pay items paid for on a Lump Sum basis shall be paid up to a maximum percentage equal to the percentage of the contract work that has been completed.

MAINTAINING TRAFFIC AND CONSTRUCTION SEQUENCING 108B

**CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
MAINTAINING TRAFFIC
AND
CONSTRUCTION SEQUENCING**

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General.- Traffic shall be maintained in accordance with Sections 104.11, 810, 811, 812, 919, and 920 of the Michigan Department of Transportation (MDOT), 2012 Standard Specifications for Construction and in accordance with the 2011 edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) as amended, except as herein provided.

The Contractor shall furnish, erect, maintain and, upon completion of the work, remove all traffic control devices and barricade lights within the project and around the perimeter of the project for the safety and protection of through and local traffic. This includes, but is not limited to; advance, regulatory, and warning signs; barricades and channeling devices at intersecting streets on which traffic is to be maintained; barricades at the ends of the project and at right-of-way lines of intersecting streets, and moving traffic control devices for construction operations.

The work of this project consists of all labor, materials, and equipment required to maintain traffic as specified herein, at two different locations, Broadway over the Huron River and over Norfolk Southern Railroad and Depot Street, and Fuller Road over the Huron River in the city of Ann Arbor, Washtenaw County, Michigan.

Materials.- The materials and equipment shall meet the requirements specified in the sections designated of the MDOT 2012 Standard Specifications for Construction and all Special Provisions contained in these Contract Documents. All traffic control devices shall be NCHRP 350/MASH crashworthy. The Contractor shall submit the FHWA approved details for the temporary sign supports used on the project and have approval by the Engineer before the start of work.

Permits.- Prior to the start of construction, the Contractor shall obtain a "Right-of-Way" Permit from City of Ann Arbor Planning and Development Services and a "Lane Closure" Permit from City of Ann Arbor Engineering Unit. The fees for these permits will be waived. The lane closure permit must be obtained at least 48 hours in advance of any proposed street or lane closing.

The Contractor will be responsible for notifying the City a minimum of seven (7) calendar days prior to any lane closures, detours or major traffic shifts.

MAINTAINING TRAFFIC AND CONSTRUCTION SEQUENCING 108B

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Work Restrictions.- All work is expected to be completed prior to any University of Michigan home football games, however, if the work should extend to the home football season for any reason, no work whatsoever shall be permitted during the home football game weekends. All streets and sidewalks shall be fully opened to vehicular and pedestrian traffic. The following are the expected first and last University of Michigan home football game dates for the 2020 calendar year September 12th and November 21st. Home football game weekends for the purposes of this contract are defined as 3:00 p.m. the preceding Friday until 7:00 a.m. the Monday following the home football game.

The Contractor shall fully familiarize themselves with the entire University of Michigan Home Football Schedule for 2020 and shall schedule and coordinate all work to avoid conflicting with these games and as detailed within this Detailed Specification.

Along Broadway and Fuller Road, and as directed by the Engineer, the Contractor shall remove lane closures, road closures and detours and cease work prior to the following events:

University of Michigan graduation/commencement weekend and University of Michigan Student move in week/weekend. The Contractor shall be responsible to verify dates of these events.

During the Ann Arbor Art Fair, July 16 through July 19, 2020 road work and traffic interruptions will not be permitted. All streets and sidewalks that can be opened shall be fully opened. Work that will not interrupt traffic will be permitted. Trucking on or off site will not be permitted.

No work shall be performed, or lane closures allowed, during the Memorial Day, Independence Day, Labor Day, or Thanksgiving holiday periods, as defined by the Engineer.

All tree removals and clearing must be performed between October 1st and March 31st to comply with environmental restrictions.

MAINTAINING TRAFFIC AND CONSTRUCTION SEQUENCING 108B

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Construction Influence Area (CIA).- The CIA shall include the area within the Right-of-way of the following roadways, within the approximate limits described below:

1. On Broadway (Structure No. 11075, 11076) over the Huron River and over the Wolverine Line and Depot Street, from approximately 1.0 mile east to 1.0 mile west of the Huron River.
2. On Fuller Road (Structure No. 11070, 11071) over the Huron River, from approximately 1.0 mile east to 1.0 mile west of the Huron River.
3. In addition, the CIA shall include the right-of-way of any intersecting roads adjacent to the work zone for a distance of approximately 1/4 mile in advance of the work zone. The roads include, but are not limited to:

Broadway	between the Detroit Connector and Swift Street
Fuller Road	from Cedar Bend Drive to the Maiden Lane/E. Medical Center Drive intersection

The CIA shall also include the affected portions of the private streets and driveways along, and contiguous with these roadways that contain advance warning and/or regulatory signs, pavement markings, plastic drums, traffic delineators, and all other project related traffic maintenance items.

In addition, the CIA shall include the rights-of-way of all roadway segments used for detours and all locations where the Contractor's traffic control devices, pavement markings and signs are used.

Police and Fire.- The Contractor shall notify local police, fire departments and emergency response units a minimum of seven (7) calendar days prior to the closure of any roads, or traffic shifts causing restricted movements of traffic or restricted access. The Contractor shall maintain access for emergency vehicles at all times. The Contractor will be required to assist emergency vehicles (fire, ambulance, police) in gaining access into, around, and through the work zone at all times without exception.

MAINTAINING TRAFFIC AND CONSTRUCTION SEQUENCING 108B

CITY OF ANN ARBOR DETAILED SPECIFICATION FOR **MAINTAINING TRAFFIC AND CONSTRUCTION SEQUENCING**

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Work Performed by City of Ann Arbor Signs and Signals Unit.-

Signal Modifications

Any signal indications or overhead signing in conflict with traffic movements during a stage shall be bagged during that stage. This work shall only be performed by the City of Ann Arbor. The Contractor will be required to coordinate the commencement of each phase of the project with the Engineer (a minimum of 72 hours prior to the anticipated start of work) such that the needed traffic signal bagging or re-timing is performed simultaneously with the start of work in each phase.

Sign Reinstallation

As necessary during construction, the Contractor shall be responsible for logging the legend and location of any signs that:

1. Must be removed to facilitate the construction process;
2. Are to be permanently removed, or;
3. Are to be permanently relocated.

City of Ann Arbor Signs and Signals will remove and store the signs. After construction is complete, but before opening any roadway to traffic, Signs and Signals will reinstall all signs in their proper, permanent location. To coordinate sign removal and installation/reinstallation, the Contractor shall notify the Signs and Signals Unit at least five (5) working days (Monday-Friday) in advance of when the sign work will need to be completed. It is the responsibility of the Contractor to ensure that City of Ann Arbor Signs and Signals Unit is scheduled, kept apprised of the progress of construction, and notified a second time immediately (4 working hours) prior to the need to complete the sign work. The removal and installation/reinstallation of all signs shall be completed by the City of Ann Arbor Signs and Signals Unit.

No additional or extra compensation will be paid for any delays caused by the City of Ann Arbor Signs and Signals Unit.

MAINTAINING TRAFFIC AND CONSTRUCTION SEQUENCING 108B

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Maintenance of Traffic, General.- Unless otherwise indicated on the drawings, residential side streets shall not be closed to through traffic except during construction operations of short duration and only with written approval of the Engineer.

The Contractor shall not obstruct the remaining traffic lanes in any manner from 7:00 to 9:00 a.m. and from 3:30 to 6:00 p.m. At other times the temporary obstruction of traffic for loading and unloading of trucks will be permitted if the Contractor provides traffic regulators (flag persons) in conformance with Part VI of the MMUTCD. During temporary obstructions, a minimum of two traffic regulators are required. The cost of traffic regulators (flag control) shall be included in the contract pay item "Traffic Regulator Control."

The Contractor shall coordinate his operations with all Utilities, Contractors and/or sub-Contractors performing work on this and other projects within, or adjacent to, the Construction Influence Area (CIA).

Maintenance.- A minimum of one (1) driveway shall be maintained at all times to all residences and businesses. Walks, driveways, and entrances to buildings shall not be blocked. Vehicular and pedestrian access shall be maintained to all properties.

Once work is initiated that includes any lane restrictions, that work shall be continuous until completed. A lack of work activity for more than one week will require the removal and replacement of lane restrictions at the Contractor's expense.

Changes or adjustments in the staging plans, temporary pavement markings, signs and maintaining traffic typicals provided may be necessary to field fit conditions as determined by the Engineer.

Maintain traffic in accordance with the maintaining traffic typicals contained herein, except as noted below. Changes or adjustments to the maintaining traffic typicals may be necessary to fit field conditions, subject to approval of the Engineer or as determined by the Engineer.

1. Utilize the following Maintaining Traffic Typical Details:

- A. M0020a L, D, and B Values
- B. M0240a

MAINTAINING TRAFFIC AND CONSTRUCTION SEQUENCING 108B

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C. M0250a

D. M0340a

Ground driven sign supports for temporary signs shall be as shown on attached Typical Plan WZD-100-A. Refer to Traffic and Safety Special Detail WZD-125-E for portable supports.

Eight (8) additional W20-1 (ROAD WORK AHEAD) with "ON BROADWAY" and "ON FULLER" signs are included in the quantities to serve as advanced warning signs to be placed on adjacent roads in order to assist motorists determine where construction activities may be encountered. Fabricate, install, and remove temporary sign overlays on existing signs with the pay item for Sign, Type B, Temp, Prismatic, Furn. Attach the overlay in accordance with subsection 812.03.D.2 of the Standard Specifications for Construction.

Undercuts or excavations immediately adjacent to active traffic lanes shall be restricted to a one-on-four slope from the edge of the roadway at the end of each working period. If this condition is not met, a nighttime shoulder closure shall be established according to Section 812.03.G.4 of the 2012 Standard Specifications for Construction. The cost of the shoulder closure will not be paid for separately, but shall be deemed to be included in the cost of the item of work "Minor Traf Devices."

Signs and Pavement Markings.- When lane closures are in place, the Contractor shall completely cover all conflicting warning, regulatory and guide signs in accordance with Section 812.03.D.2 of the Standard Specifications for Construction, 2012 edition, and all applicable details therein.

Removal of pavement markings on surfaces that will not be milled or overlaid must be performed by non-destructive, abrasive, methods as approved by the Engineer. The pavement marking removal must not scar the pavement that will remain in place. The Contractor has the option (at their expense) of provided 6" wide, black, Type R, pavement markings to completely cover the existing lane markings that will remain at the conclusion of the project's construction.

Sequence of Construction.- This special provision does not detail all the project work. It is intended to indicate major project requirements and assist the Contractor in

MAINTAINING TRAFFIC AND CONSTRUCTION SEQUENCING 108B

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developing, for the review and approval of the Engineer, the Progress Schedule for the project.

The Contractor shall notify the Engineer a minimum of seven (7) calendar days prior to the implementation of any detours, road closures, bridge closures, ramp or lane closures, and major traffic shifts. The Contractor shall also notify City of Ann Arbor Signs and Signals regarding signal work as specified in the section entitled "Work Performed by City of Ann Arbor Signs and Signals Unit."

The traffic control required by this Detailed Specification for work on Broadway and Fuller Road and adjacent roadways is based on the suggested sequence of operations described below and as shown on the drawings. The Contractor may request to use an alternate traffic control plan, however it must be approved in writing by the Engineer prior to its implementation. Place all traffic control devices in accordance with Section 812 and the MMUTCD. The Contractor is solely responsible for ensuring the proper placement and operation of all traffic control devices used on this project.

The following is a brief description of traffic control required during the proposed construction for each bridge:

On Broadway (Structure No. 11075, 11076) over the Huron River

A. Stage 1:

1. Provide a left lane closure on westbound Broadway and maintain a 5 feet wide clear path along the lane closure of westbound Broadway to allow pedestrians to get to the train station uninterrupted.

B. Stage 2:

1. Provide inside lane closure on both westbound and eastbound Broadway.

C. Stage 3:

1. Provide a right lane closure on eastbound Broadway and maintain a 5 feet wide clear path along the lane closure of eastbound Broadway to allow pedestrians to get to the train station uninterrupted.

MAINTAINING TRAFFIC AND CONSTRUCTION SEQUENCING 108B

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2. Remove temporary traffic control devices and open road to full traffic operations.
2. On Fuller Road (Structure No. 11070, 11071) over the Huron River
 - A. Stage 1:
 1. Provide a right lane closure on eastbound Fuller Road and detour the south sidewalk to the north side of the road.
 - B. Stage 2:
 1. Provide inside lane closure on both eastbound and westbound Fuller Road.
 - C. Stage 3:
 1. Provide a left lane closure on westbound Fuller Road and detour the north sidewalk to the south side of the road.
 2. Remove temporary traffic control devices and open road to full traffic operations.

Measurement and Payment.- The estimated quantities for maintaining traffic is based on the maintenance of traffic plans. Any additional signing, traffic control devices, pavement markings, or the like required to expedite the construction, beyond that which is specified, shall be at the Contractor's sole expense.

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a. **Description.**- This work shall consist of performing all needed preparatory work and operations needed to begin the work of the project. All elements of this item of work are to be performed in accordance with the City of Ann Arbor Standard Specifications for Construction (current edition), the 2012 MDOT Standard Specifications for Construction (as applicable), as shown on the plans, and as directed by the Engineer.

b. **Materials.**- None specified.

c. **Methods of Construction.**- This item shall include all work described and required by the Plans and Specifications for which no item of work is listed in the Bid Form, including but not limited to:

- Scheduling and organization of all work, subcontractors, suppliers, material testing, inspection, and construction surveying and staking;
- Coordination of, and cooperation with, other contractors, agencies, departments, and utilities;
- Coordination with City forces to stockpile and load used castings on City vehicles;
- Protection and maintenance of all existing utilities, including support, protection, capping, repair, replacement, connection or re-connection of existing pipes, and utilities damaged by the Contractor's operations;
- Maintaining and removing all soil erosion and sedimentation controls (as specified herein or as shown on project plans) for which no pay item exists;
- Maintaining the site, and all areas within the Construction Influence Area, in a well-graded and drained state at all times during the course of the project. De-watering and drainage of all excavations as required to maintain a stable, open hole;
- The continuous maintenance of the temporary road surface within the Construction Influence Area throughout the duration of the construction. This includes any needed grading to maintain the surface in a smooth condition free of potholes, ruts, bumps, or other objectionable conditions.

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- Temporary sheeting, bracing, and shoring of excavations in accordance with the applicable MIOSHA Standards;
- Maintaining driveway openings, sidewalks, bike paths, mail deliveries, and solid waste/recycle pick-ups. This includes the placement and maintenance of maintenance aggregate in driveway openings and Engineer approved “cold-patch” material across sidewalk ramps all as needed and as directed by the Engineer;
- Storing all materials and equipment and repairing damaged areas caused by the work of the project;
- Temporary removal/re-location, storage, and re-installation/re-setting of existing street name, guide, and regulatory signs, mailboxes, newspaper tubes, etc. which conflict with the proposed construction;
- Site clean-up on a daily basis during the course of the project’s construction;
- Coordination efforts to furnish and operate various-size vehicles/equipment as directed by the Engineer
- Furnishing and operating vacuum-type street cleaning equipment a minimum of once per week, or more frequently, if directed by the Engineer;
- Furnishing and operating vacuum-type utility structure cleaning equipment,
- Furnishing and operating both vibratory plate and pneumatic-type (“pogo-stick”) compactors;
- Noise and dust control in accordance with the applicable City of Ann Arbor Ordinances;
- Mobilization(s) and demobilization(s) of all needed materials, equipment, and personnel;
- Furnishing of all required shop drawings, informational submittals, and material certifications for all needed materials and supplies incorporated into the project;
- The proper off-site disposal of all excavated materials and debris;

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- Removal of shrubs, brush, and trees less than 6" diameter (DBH) as shown on the plan sheets or as directed by Engineer that is required to effectively complete the work of the project;
- Fencing to protect excavation over 1' in depth during non-work hours. The fencing must be a minimum of 36" high, be constructed of orange HDPE material, and reasonably secured to prevent unwanted access;
- All miscellaneous and incidental items such as overhead, insurance, and permits; and,
- Meeting all requirements relating to Debarment Certification, Davis Bacon Act, and Disadvantaged Business Enterprise, and providing the necessary documentation.

d. **Measurement and Payment.**- This item of work will be paid for on a pro-rata basis at the time of each progress payment. Measurement will be based on the ratio between work completed during the payment period and the total contract amount. When all of the work of this Contract has been completed, the measurement of this item shall be 1.0 Lump Sum, minus any deductions incurred for inadequate performance. This amount will not be increased for any reason, including extensions of time, extras, and/or additional work.

The completed work as measured for this item of work will be paid for at the contract unit price for the following contract item (pay item):

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
General Conditions, Max. \$ _____	Lump Sum

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GENERAL CONDITIONS, MAX. \$ _____**

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The unit price for this item of work shall include all labor, material, and equipment costs to perform all the work specified in the City of Ann Arbor Standard Specifications for Construction and as modified by this Detailed Specification.

CITY OF ANN ARBOR
 DETAILED SPECIFICATION
 FOR
EXPLORATORY INVESTIGATION, APPROACH SIDEWALK

FTCH/VDG:COAA:MGN

1 of 1

09-03-19

a. Description. This work consists of providing all materials, equipment and labor for determining the existence, or lack of existence, of voids under the concrete approach sidewalks by way of exploratory investigation at the Fuller Road over Huron River bridge approaches. All work shall be performed in accordance with Sections 206, 501 and 901 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, except as modified by this Detailed Specification.

b. Materials. Superpave HMA Mixtures per Section 902

c. Construction.

Applies to locations where the concrete approach sidewalk transitions to HMA sidewalk, as determined by the Engineer. Work to follow procedures listed herein:

Removal and Investigation:

1. Sawcut 24" x 36" rectangular area in existing HMA sidewalk pavement.
2. Carefully remove existing HMA layer with sawcut area.
3. Hand dig base material to a depth of approximately 3" to 6" below existing concrete sidewalk. Contractor must take care not to damage existing utility ducts cast into sidewalk.
4. With direction from the Engineer, determine whether or not there are voids below the concrete sidewalk or spalls/delaminations in the sidewalk substrate.
 - a) If voids are found underneath, or within, the concrete approach sidewalks. The Engineer will direct the remedial measures to be employed by the Contractor to eliminate the observed deficiencies. The remedial work will be paid for as negotiated extra work in accordance with Section 15 of the General Conditions of the contract.

Backfill and Restore Approach Pavement:

5. Backfill with removed base material and MDOT Class II Granular Material in accordance with Section 206.03.B.2.b. Contractor shall take care to backfill and compact base material around existing utility ducts to fill voids between and equalize pressure around ducts without damage to ducts.
6. Place HMA, LVSP per Section 501 to match existing HMA pavement thickness and grade. Compact to 92 to 96% of the materials 6mm.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Exploratory Investigation, Approach Sidewalk	Each

Exploratory Investigation, Approach Sidewalk includes all labor, materials, and equipment for sawcutting and removing existing HMA section, excavating to exploratory depth, making determination on quality of concrete sidewalk base material and/or substrate, and backfilling and restoring HMA pavement to existing grade.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
OVERBAND CRACK FILL

FTCH/VDG:COAA:MGN

1 of 1

09/03/19

a. Description. This work consists of providing all materials, equipment, and labor for filling approach pavement cracks and covering over E3 joints at the bridge end reference lines as identified in the contract or as directed by the Engineer. All work shall be performed in accordance with Section 502 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, except as modified by this Detailed Specification.

b. Materials. Use materials as described in Section 502.02

c. Construction. Follow methods described in Section 502.03. Provide labor and equipment meeting the requirements of Section 108. Completely cover full length of replaced E3 end joints and other cracks as directed by the Engineer with overband material.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Overband Crack Fill.....	Foot

Overband Crack Fill includes all labor, materials, and equipment costs for preparing and filling pavement cracks and covering over E3 end joints; providing the required documentation; and any and all corrective action as required to bring the work into compliance with the contract specifications.

CITY OF ANN ARBOR
 DETAILED SPECIFICATION
 FOR
E3 JOINT SEALANT REPLACEMENT

FTCH/VDG:COAA:MGN

1 of 2

05-23-19

- a. Description.** This work consists of replacing and resealing existing E3 expansion joints. Work includes completely removing existing joint sealants and backer rods, cleaning the joints, and sealing the joints with a polyurethane or polyurethane hybrid joint sealant at the locations shown on the plans, or as directed by the Engineer. Perform all work in accordance with Section 602 of the 2012 Michigan Department of Transportation Standard Specifications for Construction, detailed specifications, and standard plans.
- b. Materials.** Provide all materials in accordance with subsection 602.02 of the Standard Specifications for Construction, except as modified in this special provision.

Provide a solid, round, closed-cell, polyethylene foam backer rod meeting the requirements of *ASTM D 5249, for Type 1*. Non-sag polyurethane and polyurethane hybrid sealants must meet *ASTM C 920, Type S, Grade NS, Class 35*. Self-leveling polyurethane and polyurethane hybrids must meet *ASTM C 920, Type S, Grade P, Class 35*. Select a polyurethane or polyurethane hybrid based on the performance requirements in Table 1, or as approved by the Engineer.

Table 1: Polyurethane or Polyurethane Hybrid Sealant Requirements

Property	Test Method	Minimum Result
Movement capability, %	<i>ASTM C 719</i>	+35/-35
Tensile strength, psi	<i>ASTM D 412</i>	175
Tear strength, psi	<i>ASTM D 624</i>	35
Ultimate elongation at break, %	<i>ASTM D 412</i>	500
Hardness, Shore A	<i>ASTM C 661</i>	25
Tack-free time, hrs	<i>ASTM C 679</i>	6
Adhesion in peel, lbf	<i>ASTM C 794</i>	20

- c. Construction.** Construct and seal E3 expansion joints in accordance with Section 602.03. F of the Standard Specifications for Construction and Standard Plan R-39 Series, except as modified in this special provision.

1. Joint Preparation. Immediately prior to application of the polyurethane or polyurethane hybrid sealant, clean joint faces by abrasive blasting to remove all materials that may interfere with the bonding or curing of the sealant. If resealing joint, remove all existing sealant prior to abrasive blasting. Ensure the prepared joint faces meet the *International Concrete Repair Institute Guideline No. 03732*, concrete surface profile 3 (CSP 3). Use a vacuum or oil-free moisture-free air blast to remove all dust and other loose material. Remove any oil or other contamination after initial cleaning. Ensure there is no visible moisture present on the surface of the concrete at the time of application. The Engineer will not allow the use of artificial heat to dry joints before sealing. Ensure that the fiber joint filler is secure and installed at the proper

elevation relative to the joint reservoir. Place backer rod to a depth according to the sealant manufacturer's recommendations.

2. Joint Sealing. Do not install sealant on concrete surfaces that are less than 28 days of age, unless otherwise specified by the manufacturer's recommendation. Horizontal applications with a cross slope less than or equal to 6 percent may use a self-leveling or non-sag sealant. Horizontal applications with a cross slope greater than 6 percent and vertical applications must use a non-sag sealant. Do not place sealant if weather or surface conditions are such that the material cannot be properly handled, placed, and cured within the manufacturer's requirements and specified requirements of traffic control.

- d. **Measurement and Payment.** The completed work as described will be measured and paid for at the contract unit price using the following contract item (pay item).

Contract Item (Pay Item)	Pay Unit
E3 Joint Replacement.....	Foot

E3 Joint Replacement will be measured in place and paid for at the contract unit price per foot. Payment includes all labor, materials, and equipment required to remove existing joint material, prepare surfaces and place new joint material.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
CONCRETE SURFACE COATING

FTCH/VDG:COAA:MGN

1 of 3

5/23/19

a. Description. This work consists of furnishing and applying an acrylic-based concrete surface coating to concrete structures, including, but not limited to, bridge railing, deck fascia and beam fascia locations as specified on the plans. Ensure all work and materials are performed in accordance with the standard specifications, except as modified herein.

b. Materials. Select the acrylic based concrete surface coating from the products listed below. On any single structure, use the same product for all areas to be coated with a specified color. Do not mix colors or products from more than one source. Ensure the color of the first coat is in contrast with both the bare concrete and the finish coat.

For this project, furnish and apply a smooth textured, concrete coating of the following color, or another Engineer approved color:

Federal Standard color #36375

Submit color samples to the Engineer for review and approval, a minimum of 14 days prior to the desired application date. If required by the Engineer, complete a test section to demonstrate the final color prior to application of the coating to the structure.

<u>Company</u>	<u>Product</u>
Benjamin Moore	Super Spec Masonry 100% Acrylic Elastomeric Coating Flat 056
Carboline Company	Carbocrylic 3350
ChemMasters	Colorcoat
ChemMasters	Colorlastic
Conspec	Permacoat
ICI Dulux Paints	Decra-Flex 300
O'Leary Paint Company	O'Leary 1375 Elastomeric
PPG Industries, Inc.	Perma-Crete Pitt-Flex Elastomeric Coating 4-110
Sherwin-Williams	Concrete Texture Coating Smooth B97-160 Series
Sika Corporation	Elastocolor
Sika Corporation	Sikagard 550W Elastic
Sonneborn	Super Color Coat
Tamms Industries	Tammolastic
Thoro	Thorocoat
Thoro	Thorolastic

c. Construction.

1. Surface Preparation. Cure new concrete a minimum of 28 days before coating. Following the curing period, and prior to coating, test for moisture content in the concrete as described below.

Prepare the surface, including removing fins and projections and filling surface voids and cracks. The Contractor shall provide a material for the Engineer's review and approval to fill all surface voids. Fill and repair surface voids according to the material supplier's recommendation, except as modified by the detailed specification. Ensure all concrete to be coated is tested for the presence of moisture after surface preparation has been completed and prior to application of the coating. Ensure testing is in accordance with *ASTM D 4263*. Tape an 18 inch by 18 inch sheet (4 mil) of transparent polyethylene to the concrete surface to be coated. Ensure all edges are sealed with tape that will stick to the concrete substrate and not allow the infiltration of air. Leave the plastic sheet in place a minimum of 16 hours to detect the presence of moisture in the concrete. There must be no moisture visible on the polyethylene sheet after the minimum period of time has elapsed for coating work to begin. This must be verified by the Engineer before application of the coating begins. This test may not be reliable in cooler conditions. Alternate methods to detect moisture must be approved by the Engineer. This test should be performed a minimum of once every 100 lineal feet on barriers, walls etc., and a minimum of once on columns, piers, etc.

Ensure the surface to be coated is dry and free from all contamination including, but not limited to: dirt, form release agents, oil, grease, laitance, loose material and curing compounds. Clean surface by low-pressure water cleaning, steam cleaning, or abrasive blasting (followed by oil-free compressed air cleaning) or by combination to achieve an acceptable cleaned surface. When low-pressure water cleaning or steam cleaning is used, the concrete surface profile (CSP) must be CSP 1 in accordance with the *International Concrete Repair Institute Guideline for Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, and Polymer Overlays* (Guideline No. 310.2R-2013). When abrasive blasting is used, the concrete surface profile must be CSP 2 to CSP 4. Low-pressure water or steam cleaning primarily removes water soluble contaminants. Aged concrete with contaminants such as hardened curing compound may require light abrasive blasting to completely remove the curing compound. Since many curing compounds contain wax, even well adhered residue must be removed prior to coating to ensure a good bond between the surface coating and the concrete.

When low pressure water cleaning or steam cleaning is used, the power washer must deliver 3000 - 4500 psi and utilize a 15 degree or smaller nozzle tip held perpendicular to the surface being cleaned. When using light abrasive blasting to remove contaminants on new construction, be careful not to remove excessive concrete material.

2. Visual Inspection. Check surface cleanliness by lightly rubbing with a dark cloth or by pressing translucent adhesive tape onto the concrete surface in the presence of the Engineer. An acceptable level of residual dust can be agreed upon by the Engineer and the Contractor. Perform a water drop test in the presence of the Engineer prior to coating the concrete surface to detect for the presence of any hydrophobic contaminants. Hydrophobic contaminants include materials such as form release agents, curing compounds, oil, grease, wax, and resins. If contaminants are detected, as evidenced by a lack of rapid absorption of the water drop into the concrete, remove the contaminants and perform the tests again until no contaminants are detected.

3. Application. Apply two coats (do not dilute) of the acrylic based concrete surface coating. Apply each coat to provide the minimum wet film thickness as recommended by the manufacturer. A primer is not required unless stated as required in the manufacturer's product data sheet. Temperature limitations of the air, coating material and concrete for

application shall follow manufacturer's recommendations but must not be outside the temperature range of 45 to 90 degrees F and the temperature of the air, coating material and concrete must be at least 5 degrees F above the dew point. Do not apply the concrete surface coating at a relative humidity greater than 90 percent or if rain is forecasted within the specified rain resistance period.

4. Masking existing railings and columns. The Contractor shall either remove or mask existing metal railing elements, pre-cast columns, and other surrounding features to prevent over-spray or un-intended application of the concrete surface coating to these elements. If metal railing elements are removed to facilitate the application of the concrete surface coating, the railing elements shall be numbered in sequential fashion and cataloged so that they can be replaced in their original location. Provide the Engineer a copy of the cataloged information for review and verification purposes. Do not damage the existing coating(s) of the railing elements during handling while removing, storing, and re-installing the railing elements.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Conc Surface Coating	Square Yard

Conc Surface Coating includes all labor, equipment, and materials to prepare the substrate concrete surface, mask existing surfaces from over-spray, remove, store, replace existing railing elements, conduct the visual inspection, and apply the primer (if required) and two top coats of surface coating. No additional payment will be made for the test sections regardless of how many are required to verify moisture content of the concrete substrate.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
PENETRATING HEALER SEALER ON BRIDGE DECKS

FTCH/VDG:COAA:MGN

1 of 4

5/23/19

a. Description. This work consists of providing all labor, materials, and equipment required to prepare, clean, and apply a penetrating epoxy healer/sealer system to concrete bridge decks. Ensure all work is completed in accordance with Section 712 of the 2012 Michigan Department of Transportation Standard Specifications for Construction except as modified herein. Bring any discrepancies between the two to the attention of the Engineer as soon as they are observed.

b. Materials. Use solvent-free, moisture insensitive, 100 percent solids, two-component epoxy based healer sealer. Ensure containers are marked clearly “Part A” or “Part B”. The epoxies that are approved for healer sealers are in Table 1.

Table 1: Approved Two Component 100 Percent Solids Epoxy Systems

Supplier	Product	Contact Information
E-Chem	EP100	E-Chem, LLC (Ray Breer) 2944 William St. SE Albuquerque, NM 87102 (505) 217-2121
Euclid Chemical	Dural 335 Dural 50 LM	The Euclid Chemical Co. (Jamie Elsey) 20416 Harper Avenue Harper Woods, MI 48225 (313) 886-9700
Poly-Carb	Mark 127	Poly-Carb, Inc. (Dan Patacca) 1881 West Oak Parkway Marletta, GA 30062 (330) 405-3311
Sika	Sikadur 55 SLV	Sika – US (Wesley Pringle) 673 Cherry Orchard Road Canton, MI 48188 (248) 866-8956
Unitex	Pro-Poxy 40 LV LM	Dayton Superior Corporation (Blair Oldfield) 1125 Byers Road Miamisburg, OH 45342 (224) 217-0447

Ensure aggregate meets the gradation requirements in Table 2 and has a hardness of six or higher on the Mohs hardness scale. Ensure aggregate is angular, consists of natural silica sand, basalt, or other nonfriable aggregate, and contains less than 0.2 percent moisture when tested in accordance with *ASTM C 566*.

Table 2: Aggregate Gradation Requirements

Sieve Size	Minimum % Passing	Maximum % Passing
4	100	100
16	95	100
30	85	100
50	15	75
100	0	25
200	0	10
Pan	0	0

Ensure the aggregate is chosen from an approved supplier in Table 3 unless otherwise approved.

Table 3: Approved Aggregate Suppliers

Aggregate Supplier	Telephone
Cheboygan Cement	(231) 627-5631
Earth Work Solutions	(307) 682-4346
Fairmount Santrol	(800) 237-4986
Flint Rock Products	(918) 673-1737
Nugent Sand Company	(231) 755-1686
Red Flint Sand and Gravel	(800) 238-9139
Sand Products Corp.	(906) 292-5432
US Silica	(800) 238-9139
Washington Rock Quarries, Inc.	(253) 377-3438
Wexford Sand Co.	(800) 255-7263

Provide a test data certification to the Engineer that the materials meet the requirements specified herein.

c. Equipment. For the epoxy healer sealer, provide a distribution system or distributor capable of accurately blending the epoxy resin and hardening agent, and uniformly and accurately applying the epoxy materials at the specified rate to the bridge deck in such a manner as to cover 100 percent of the work area, including 1 inch of the vertical face of curb/barrier. Provide a fine aggregate spreader capable of uniformly and accurately applying dry aggregate to cover 100 percent of the epoxy material. Provide a self-propelled vacuum truck.

For hand applications, provide calibrated containers, a Jiffy® type mixer, squeegees, and stiff bristle brooms suitable for mixing and applying the epoxy and aggregate.

For mechanical applications, provide mixing equipment that will automatically and accurately proportion the components in accordance with the manufacturer's recommendations and will mix and continuously place the healer sealer. Ensure the operation proceeds in such a manner that will not allow the mixed materials to segregate, dry, be exposed or otherwise harden in such a way as to impair the retention and bonding of broadcasted aggregate.

d. Construction

1. Surface Preparation. Ensure patching and cleaning operations are inspected and approved prior to healer sealer installation. Protect utilities, drainage structures, curbs, bridge expansion joint devices, and any other structure within or adjacent to the healer sealer location from surface preparation activities and application of the surface treatment materials.

Do not perform surface preparation or installation of healer sealer on concrete patches less than 28 days of age. Ensure that traffic paint lines are removed. Clean the entire concrete surface by abrasive blasting or shotblasting to remove all materials that may interfere with the bonding or curing of the binder. The cleaned concrete surface must meet the *International Concrete Repair Institute Guideline 310.2R, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays and Concrete Repair*, concrete surface profile (CSP) 3. Ensure mortar is sound and sufficiently bonded to the coarse aggregate, and presents a uniform CSP necessary for adequate bond. Use a vacuum truck or oil-free, moisture-free, air blast to remove all dust and other loose material. Brooms are prohibited. Remove any oil or other contamination after initial cleaning.

The Engineer will inspect and approve patching and cleaning operations prior to placement of the healer sealer. The Engineer's approval is required prior to placement of the healer sealer.

Ensure healer sealer is applied within 24 hours of the final cleaning, and prior to opening the area to traffic.

No visible moisture can be present on the surface of the concrete at the time of healer sealer application. Oil-free, moisture-free, compressed air may be used to dry the deck surface. Use a plastic sheet left taped in place in accordance with *ASTM D 4263* to identify moisture in the healer sealer area except as modified herein. Tape an 18 inch by 18 inch transparent polyethylene sheet (4 mil) to the deck every 500 square feet. Ensure all edges are sealed with tape that will stick to the concrete substrate. Leave the plastic sheet in place for a minimum of 3 hours or as directed by the manufacturer's recommendations for cure time for the conditions, whichever is longer. Ensure there is no moisture visible on the polyethylene sheet. Alternate methods to detect moisture must be approved by the Engineer.

Remove all debris from the neoprene glands of strip-seal style expansion joints. Protect the expansion joints, and any other areas not to be sealed, from damage during preparation of the surface. Ensure the protection is removed once the epoxy and aggregate has been applied and prior to initial set. Ensure removing the protection is done soon enough to in no way harm the adjacent sealed surface. Ensure the protection meets the approval of the Engineer.

2. Application. Ensure handling and mixing of the epoxy resin and hardening agent is performed in a safe manner to achieve the desired results in accordance with the manufacturer's recommendations or as directed by the Engineer. Do not place healer sealer materials when the concrete surface is less than 50 degrees Fahrenheit (F) or ambient air temperature is forecast to fall below 50 degrees F within 8 hours of application. Do not place healer sealer materials if weather or surface conditions are such that the material cannot be properly handled, placed, and cured in accordance with the manufacturer's requirements and the specified requirements for traffic control.

After the epoxy mixture has been prepared for the healer sealer, immediately and uniformly apply it to the surface of the bridge deck. Allow epoxy to pool and penetrate deck surface per the manufacturer's recommendation prior to application of dry aggregate. Ensure application of aggregate is of sufficient quantity so the entire surface is covered in excess. Ensure no bleed through or wet spots are visible in the overlay. Remove and replace any areas with wet spots or where epoxy has bled through. Minimize all foot traffic on the uncured epoxy and ensure any foot traffic will only be done with steel spiked shoes approved by the Engineer. Cure healer sealer until vacuuming or brooming can be performed without tearing or damaging the surface. Do not allow traffic or equipment on the healer sealer surface during the curing period. Remove all loose aggregate after the curing period by vacuuming or brooming. Ensure all strip-seal style expansion joints are free of loose aggregate, epoxy and other debris resulting from healer sealer operations.

e. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Healer Sealer	Square Yard

Healer Sealer includes all labor, material, and equipment costs required for cleaning, preparing and applying a penetrating healer/sealer system including miscellaneous clean-up. Also includes all labor, material, and equipment costs necessary for cleaning strip-seal style expansion joints.

CITY OF ANN ARBOR
 DETAILED SPECIFICATION
 FOR
EPOXY OVERLAY ON BRIDGE DECKS

FTCH/VDG:COAA:MGN

1 of 5

7/17/19

a. Description. This work consists of providing all labor, materials, and equipment for cleaning/preparing entire deck surface and applying a two-coat epoxy overlay. Ensure all work is completed in accordance with Section 712 of the Standard Specifications for Construction except as modified herein. Bring any discrepancies between the two to the attention of the Engineer as soon as they are observed.

b. Materials. Use a solvent-free, moisture insensitive, 100 percent solids, low-modulus, and two-component epoxy system to overlay the structure. Ensure containers are marked clearly “Part A” or “Part B”. The epoxies that are approved for thin overlays are in Table 1.

Table 1: Approved Two Component 100 Percent Solids Epoxy Systems

Supplier	Product	Contact Information
BASF	MasterSeal 350	BASF (David McCarron) 20611 Windemere Macomb, MI 48044 (586) 557-0235
E-Bond	526 Lo-Mod	Ridgemoor Supply Inc. (Jake Ike) 4484 Roger B. Chaffee Dr. Kentwood, MI 49548 (616) 532-0782
Euclid Chemical	Flexolith Flexolith Summer Grade Flexolith HD	The Euclid Chemical Co. (Jamie Elsey) 20416 Harper Avenue Harper Woods, MI 48225 (313) 886-9700
Sika	Sikadur 22-Lo Mod	Sika – US (Wesley Pringle) 673 Cherry Orchard Road Canton, MI 48188 (248) 866-8956
Unitex	Propoxy Type III DOT	Dayton Superior Corporation (Blair Oldfield) 1125 Byers Road Miamisburg, OH 45342 (224) 217-0447

Ensure aggregate meets the gradation requirements in Table 2 and has a hardness of seven or higher on the Mohs hardness scale. Ensure aggregate is angular, consists of natural silica sand, basalt, or other nonfriable aggregate, and contains less than 0.2 percent moisture when tested in accordance with *ASTM C 566*.

Table 2: Angular Aggregates Gradation Requirements

Sieve Size	Minimum % Passing	Maximum % Passing
3/8	100	100
4	98	100
8	30	75
16	0	5
30	0	1
Pan	0	0
	Minimum	Maximum
Fineness Modulus	2.28	2.81

The aggregate shall be chosen from an approved supplier from Table 3.

Table 3: Approved Aggregate Suppliers

Earth Work Solutions - E.O. Sowerwine P.O. Box 1007 Gillette, WY 82717 (307) 682-4346
Flint Rock Products - Tammy Epps 800 S. College Road P.O. Box 217 Picher, Oklahoma 74360 (918) 673-1737 Fax: (918) 673-1749
Red Flint Sand and Gravel - Jim Danzinger 1 American Blvd PO Box 688 Eau Clair, WI 54702 (800) 238-9139
Washington Rock Quarries, Inc. - Greg Lanphere 21711 103 rd Ave. Ct. E Suite C302 Graham, WA 98338 (253) 377-3438
Imerys Refractory Minerals 100 Mansell Court East Suite 615 Roswell, GA 30076 (770) 225-7923

Provide a test data certification to the Engineer that the materials meet the requirements specified herein.

c. Equipment. For the epoxy overlay, provide a distribution system or distributor capable of accurately blending the epoxy resin and hardening agent, and uniformly and accurately applying the epoxy materials at the specified rate to the bridge deck in such a manner as to cover 100 percent of the work area including 1 inch of the vertical face of curb/barrier. Provide a fine aggregate spreader capable of uniformly and accurately applying dry aggregate to cover 100 percent of the epoxy material. Provide a self-propelled vacuum truck.

For hand applications, provide calibrated containers, a Jiffy® type mixer, and notched squeegees which are suitable for mixing and applying the epoxy and aggregate.

For mechanical applications, provide mixing equipment that will automatically and accurately proportion the components in accordance with the manufacturer's recommendations, mix, and continuously place the epoxy overlay. Ensure the operation proceeds in such a manner that will not allow the mixed material to segregate, dry, be exposed or otherwise harden in such a way as to impair the retention and bonding of broadcasted aggregate.

d. Construction.

1. Surface Preparation. The Engineer will inspect patching and cleaning operations. The Engineer's approval is required prior to placement of the overlay. Protect utilities, drainage structures, curbs, bridge expansion joint devices, and any other structure within or adjacent to the epoxy overlay location from surface preparation activities and application of the surface treatment materials.

Do not perform surface preparation or installation of epoxy overlay on concrete patches less than 28 days of age. Ensure that traffic paint lines and tining are removed. Clean the entire concrete surface by abrasive blasting or shotblasting to remove all materials that may interfere with the bonding or curing of the binder. The cleaned concrete surface must meet the *International Concrete Repair Institute Guideline 310.2R, Selecting and Specifying Concrete Surface Preparation for Sealers, Coatings, Polymer Overlays and Concrete Repair*, concrete surface profile (CSP) 7. Ensure mortar is sound and sufficiently bonded to the coarse aggregate, and presents a uniform CSP necessary for adequate bond. Use a vacuum truck or oil-free moisture-free air blast to remove all dust and other loose material. The Contractor's operations shall not create excessive dust. All containment methods shall be entirely effective. Brooms are prohibited. Remove any oil or other contamination after initial cleaning.

Ensure both courses of epoxy overlay are applied within 24 hours of the final cleaning, and prior to opening the area to traffic.

No visible moisture can be present on the surface of the concrete at the time of epoxy overlay application. Oil-free, moisture-free, compressed air may be used to dry the deck surface. Use a plastic sheet left taped in place in accordance with *ASTM D 4263* to identify moisture in the epoxy overlay area except as modified herein. Tape an 18 inch by 18 inch transparent polyethylene sheet (4 mil) to the deck every 500 square feet. Ensure all edges are sealed with tape that will stick to the concrete substrate. Leave the plastic sheet in place for a minimum of 3 hours or the manufacturer's recommended cure time for the conditions, whichever is longer. Ensure there is no moisture visible on the polyethylene sheet. Alternate methods to detect moisture must be approved by the Engineer.

Remove all debris from the neoprene glands of strip-seal style expansion joints. Protect the expansion joints, and any other areas not to be overlaid, from damage during preparation of the surface. Ensure the protection is removed once the epoxy and aggregate has been applied and prior to initial set. Ensure removing the protection is done soon enough to in no way harm the adjacent overlay. Ensure protection is applied again prior to the second coat and removed again prior to initial set as to not damage adjacent surfaces. Ensure the protection meets the approval of the Engineer.

2. Application. Ensure handling and mixing of the epoxy resin and hardening agent is performed in a safe manner to achieve the desired results in accordance with the manufacturer's recommendations for a two-coat system or as directed by the Engineer. Do not place epoxy overlay materials when the concrete surface is less than 50 degrees Fahrenheit (F) or ambient air temperature is forecast to fall below 50 degrees F within 8 hours of application. Do not place epoxy overlay materials if weather or surface conditions are such that the material cannot be properly handled, placed, and cured in accordance with the manufacturer's requirements and the specified requirements of traffic control.

Apply the epoxy overlay in two separate courses in accordance with the manufacturer's recommendation for a two-coat system with the following rate of application. Ensure the first course is no less than 2½ gallons per 100 square feet. Ensure the second course is no less than 5 gallons per 100 square feet.

Ensure application of aggregate to both the first and second courses is of sufficient quantity so the entire surface is covered in excess. Ensure no bleed through, or wet spots are visible in the overlay. Remove and replace any areas within course applications with wet spots or where epoxy has bled through.

After the epoxy mixture has been prepared for the overlay, immediately and uniformly apply it to the surface of the bridge deck with a notched squeegee. Apply the dry aggregate in such a manner as to cover the epoxy mixture completely within 5 minutes. Minimize all foot traffic on the uncured epoxy and ensure any foot traffic will only be done with steel spiked shoes approved by the Engineer. Cure each course of epoxy overlay until vacuuming or brooming can be performed without tearing or damaging the surface. Do not allow traffic or equipment on the overlay surface during the curing period. Remove by vacuuming or brooming all loose aggregate after the first course curing period. Immediately apply the next overlay course to complete the overlay. Ensure the minimum curing periods are in accordance with the manufacturer's recommendations, as shown in Table 4, or as directed by the Engineer. Remove by vacuuming or brooming all loose aggregate after the second course curing period. Ensure all strip-seal style expansion joints are free of loose aggregate, epoxy and other debris resulting from overlay operations.

Table 4: Anticipated Cure Time (Hours)

Average Temperature of Deck, Epoxy and Aggregate Components, Degrees F	1 st Course	2 nd Course
<60		(a)
60-64	2	2
65-69	2	2
70-74	1.75	1.75
75-79	1.75	1.75
80-84	1.5	1.5
>85	1	1
a. Second course must be cured for minimum of 8 hours if the air temperature drops below 60 degrees F during the curing period, or per the manufacturer's recommendations.		

Plan and execute the work to provide the minimum curing periods as specified in Table 4, or other longer minimum curing periods as recommended by the manufacturer, prior to opening to public or construction traffic, unless otherwise permitted. Ensure first course applications are not opened to traffic. Remove any contamination, detrimental to adhesion of the second course, from the first course at Contractor's sole expense prior to the application of the second course.

Remove and replace any areas damaged or marred by the Contractor's operations in accordance with this special provision at no additional cost to the Department.

Provide the Engineer with all records including, but not limited to, the following for each batch provided:

- batch numbers and sizes,
- location of batches as placed on deck, referenced by stations,
- batch time,
- temperature of air, deck surface, epoxy components, including aggregates,
- loose aggregate removal time, and
- time open to traffic.

e. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Epoxy Ovly	Square Yard

Epoxy Ovly includes all material, labor, and equipment required for cleaning, preparing and applying a two-coat epoxy overlay system including miscellaneous clean-up. Also included are all labor, material, and equipment costs necessary for completely cleaning strip-seal style expansion joints.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PRESTRESSED CONCRETE BEAM REPAIR PREPARATION

FTCH/VDG:COAA:MGN

1 of 1

09-03-19

a. Description. This work consists of removing loose concrete adjacent to cracks, at locations specified by the Engineer, on damaged prestressed concrete beams. This work includes saw cutting, hand chipping, and water blasting concrete to a depth of 2 inches, and cleaning the exposed existing reinforcement and prestressing steel.

b. Materials. None specified.

c. Construction. Perform work in accordance with section 712 of the Standard Specifications for Construction except as modified herein. Saw cut perimeter of the areas to be patched or filled to a depth of 1 inch. Remove concrete by hand chipping or high pressure water blasting at locations specified by the Engineer. If manual pneumatic hammers are used, they must be limited to 30 pounds. Do not use pneumatic hammers within 1 inch of the prestressing strands. Use mauls or other tools approved by the Engineer in areas within 1 inch of the prestressing strands. Thoroughly clean scale, rust, and debris from all exposed reinforcing and prestressing steel using methods approved by the Engineer.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Hand Chipping, Special.....	Square Foot

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
**PRESTRESSED CONCRETE BEAM REPAIR WITH LATEX MODIFIED
CONCRETE**

FTCH/VDG:COAA:MGN

1 of 2

09-03-19

a. Description. This work consists of placing latex modified concrete to repair the prepared portion of bridge beams. Preparation of the bridge beam will be according to the Prestressed Concrete Beam Repair Details plan sheet.

b. Materials. The materials must meet the following:

Portland Cement, Type 1	901
Fine Aggregate, 2NS	902
Coarse Aggregate, 26A	902
Latex Admixture	903
Admixtures	903
Water.....	911

The beam patching mixture must meet the requirements for Patching Mixture Type C-L in Table 703-1 and Section 703 of the Standard Specifications for Construction. In addition to the requirements of Section 902, the coarse aggregate 26A, must be 100 percent crushed material.

c. Construction.

1. **Equipment.** Use equipment in accordance with Subsection 703.03.A of the 2012 MDOT Standard Specifications for Construction. Certification will be performed by MDOT.
2. **Surface Preparation and Cleaning.** Remove unsound concrete as shown on the plans, to the satisfaction of the Engineer, in accordance with the Special Provision for Prestressed Concrete Beam Repair Preparation. Following the removal of unsound concrete from the beam and prior to the placement of the repair, blast clean the entire repair surface with oil free compressed air to produce a clean substrate surface. Complete the concrete repair within 48 hours of cleaning the substrate.
3. **Mix, Place, Finish and Cure** in accordance with Subsection 712.03.O of the Standard Specifications for Construction.
4. **Temperature Limitations.** The temperature limitations of Subsections 712.03.R and 712.03.S of the Standard Specifications for Construction apply.

- d. **Measurement and Payment.** The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Beam End Repair, Latex Modified Conc	CubicFoot

Beam End Repair, Latex Modified Conc material will be measured and paid for based on volume in place. **Beam End Repair, Latex Modified Conc** includes all labor, material, and equipment cost associated with the work including, but not limited to, blast cleaning the beam, forming the repair area, pre-wetting, furnishing, placing, consolidating, finishing, and curing (96 hour) the repair concrete.

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
MECHANICAL ANCHOR, ADJUST

FTCH/VDG:COAA:MGN

1 of 2

9/03/19

a. Description. This work consists of providing all materials, equipment and labor for adjusting the existing mechanical anchors affixing the metal railing to the bridge concrete parapet rails.

b. Materials. Salvage and re-use existing anchors and elastomeric base plate leveling pads, and galvanized steel shim plates. Where anchor rods are determined unsuitable for re-use by the Engineer, replace with stainless steel Hilti HAS M16 (length = 7.5 inch) threaded anchor rods.

c. Construction. Applies to each anchor rod on the bridge railing for Broadway over Depot Street and MDOT Railroad and Broadway over Huron River. Perform the work as shown on RAILING ANCHOR ADJUSTMENT DETAILS, plan sheet 47, and in accordance with the procedures listed herein:

Removal and Preparation:

1. Remove and salvage all existing anchor nuts and washers for each metal panel to be removed.
2. Salvage each metal rail panel and protect on-site or store off-site. Catalogue railing panels with a labeling system to ensure each railing panel is replaced in its exact location.
3. If stored on-site, leave a minimum of 5 feet of sidewalk free for pedestrian traffic.
4. Remove and salvage existing threaded rods and elastomeric leveling pads.
5. Remove and discard existing anchor sleeves.
6. Clean out existing anchor holes with high-pressure air (minimum 2400 psi).
7. Clean threaded rod with wire brush, and degreaser as needed, free of burs and deleterious material.

Reinstallation:

8. Reinstall threaded rods such that there is a 2 inch projection above top of concrete.
9. Where an existing threaded rod is determined unsuitable for re-use by the Engineer, replace existing threaded rod with new threaded rod.
10. Do not reinstall sleeves.
11. Inject Hilti HIT_RE 100 adhesive with caulking gun, filling void to top of concrete.
12. Tool adhesive leaving smooth surface at top of concrete, free of surface voids. Allow epoxy to cure to reach its design strength.
13. Reinstall elastomeric leveling pad.
14. Reinstall metal rail panel over reinstalled anchor rods.
15. Torque anchor nuts to 60 ft-lb.
16. Repeat procedure for each metal rail panel.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Mechanical Anchor, Adjust, Complete.....	Each

CITY OF ANN ARBOR

DETAILED SPECIFICATION
FOR
MECHANICAL ANCHOR, ADJUST

FTCH/VDG:COAA:MGN

2 of 2

9/03/19

Mechanical Anchor, Adjust, Complete includes all labor, materials, and equipment costs for removing, storing and reinstalling metal railing, removing existing anchor rods, sleeves and leveling pads, cleaning existing anchor rods and anchor holes, reinstalling anchor rods and leveling pads, and applying adhesive. Any anchor rods to be replaced shall be included in the pay item.

CITY OF ANN ARBOR
 DETAILED SPECIFICATION
 FOR
TIMBER RUB RAIL, REPLACE

FTCH/VDG:COAA:MGN

1 of 1

09-03-19

a. Description. This work consists of providing all labor, materials, and equipment costs for removing existing timber rub rail sections and installing new rub rails.

b. Materials. Salvage and re-use existing connection hardware such as bolts, nuts, washers and connecting plates. Replace hardware elements where determined to be unsuitable for re-use by the Engineer. Use galvanized A325 bolts and threaded parts of same size and length as existing. Timber rub rail sections shall be Prime Ground Contact grade Pressure Treated Lumber, 8" x 2" sections with 10 foot minimum lengths.

c. Construction. Applies to sections of existing rub rails at the Fuller Road over Huron River bridge approaches. Perform all work as shown on GUARDRAIL AND RUB RAIL REPAIR DETAILS, plan sheet 48 and listed in procedures herein.

1. Remove and salvage existing bolts connecting rub rail sections to existing guardrail.
2. Replace connecting hardware elements with new elements of the same size as directed by the Engineer.
3. Receive approval of the Engineer for each new timber section, to be inspected for excessive splits, checks and warping.
4. Field cut sections to match existing timber sections to be replaced.
5. Field drill holes to match existing connection locations.
6. Install new rub rail sections.
7. Install connecting hardware and tighten to 40 ft-lb torque or until timber visibly compresses under washer/nut.

d. Measurement and Payment. The completed work, as described, will be measured and paid for at the contract unit price using the following pay item:

Pay Item	Pay Unit
Timber Rub Rail, Replace.....	Foot

Timber Rub Rail, Replace includes all labor, materials, and equipment costs for removing existing connection hardware and rub rail sections, salvaging existing connection hardware, replacing hardware determined to be unsuitable for re-use, installing new rub rail sections, and discarding old rub rail materials.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
MINOR TRAFFIC DEVICES, MAX. \$ _____

AA:MGN

1 of 2

11/12/19

a. Description.- This work shall consist of protecting and maintaining vehicular and pedestrian traffic in accordance with the City of Ann Arbor Standard Specifications for Construction; Section 812 of the 2012 MDOT Standard Specifications for Construction; Part 6 of the Michigan Manual of Uniform Traffic Control Devices, Latest Revised Edition (MMUTCD); this Detailed Specification; and, as shown on the plans and as directed by the Engineer.

This item of work shall include, but not be limited to:

- The furnishing and operating of miscellaneous signs, warning devices, and cones as required for the entire duration of the project;
- The operation of additional signs furnished by the City;
- Furnishing and installing meter bags (where required);
- Coordinating with the City to have meter heads removed and reinstalled (where required);
- Maintaining pedestrian traffic in accordance with the requirements of the American's with Disabilities Act (ADA);
- Temporarily covering conflicting traffic controls with Engineer-approved covers;
- Temporarily covering conflicting existing signs as directed by the Engineer with approved sign covers; and,
- Any and all other miscellaneous and/or incidental items that are necessary to properly and safely perform the work.

The Contractor shall maintain vehicular and pedestrian traffic during the work by the use of flag-persons, channelizing devices, and signs as necessary, as directed by the Engineer, and in accordance with MMUTCD.

Typical applications for maintaining pedestrian traffic in accordance with the MMUTCD are included in plan set for this project.

b. Materials.- Traffic maintenance material and equipment shall meet the requirements as specified in Section 812.02 of the 2012 MDOT Standard Specifications for Construction.

c. Construction Methods.- All temporary traffic/pedestrian control devices furnished by the Contractor shall remain the property of the Contractor. The City shall not be responsible for stolen or damaged signs, barricades, barricade lights or other traffic maintenance items. The Contractor shall replace missing traffic control devices immediately and at no additional cost to the City.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
MINOR TRAFFIC DEVICES, MAX. \$ _____

AA:MGN

2 of 2

11/12/19

All existing signs, and signs erected by the City of Ann Arbor, on this project shall be preserved, protected, and maintained by the Contractor. Existing City-owned signs that are damaged by the Contractor during the work will be repaired by the City at the Contractor's expense.

The Contractor shall temporarily cover conflicting traffic and/or parking signs when directed by the Engineer.

When traffic control devices have been damaged by, or due to, the negligence of the Contractor, his subcontractors or material suppliers, the traffic control devices shall be replaced at the Contractor's sole expense.

The Contractor shall furnish and install the traffic control items as shown on the contract plan sheets and details included therein.

"Road Work Ahead" warning signs shall be placed, as indicated on the Plans, or as directed by the Engineer, prior to the start of work, regardless of the nature, magnitude or duration of the work.

Removable black pavement marking cover tape shall be used to cover conflicting pavement markings as directed by the Engineer.

Temporary pavement markings may be used within transition areas, if requested by the Contractor, and approved by the Engineer. All temporary pavement markings shall be removable.

d. Measurement and Payment.- This item of work will be paid for on a pro-rata basis at the time of each progress payment. Measurement will be based on the ratio between work completed during the payment period and the total contract amount. When all of the work of this Contract has been completed, the measurement of this item shall be 1.0 Lump Sum.

The completed work as measured for this item of work shall be paid for at the contract unit price for the following contract item (Pay Item):

<u>Pay Item</u>	<u>Pay Unit</u>
Minor Traffic Devices, Max. ____	Lump Sum

The unit price for this item of work shall include all labor, material, and equipment costs required to perform the work specified herein.

CITY OF ANN ARBOR
SPECIAL PROVISION
FOR
RIPRAP, MODIFIED

AA:MGN

1 of 1

11/12/19

a. Materials.- The work shall be completed in accordance with Section 813 of the Michigan Department of Transportation 2012 Standard Specifications for Construction, as shown on the plan sheets, and as modified herein.

The riprap shall be an Engineer approved, consistent gray colored, natural stone, or crushed limestone. The Contractor shall provide a sample of the stone to the Engineer for review. The use of broken concrete shall not be allowed under any circumstance.

b. Measurement and Payment.- The completed work shall be paid for at the contract unit price for the following contract item (pay item):

<u>Contract Item (Pay Item)</u>	<u>Pay Unit</u>
Riprap, Plain, Modified	Square Yard
Riprap, Heavy, Modified	Square Yard

“Riprap, Plain, Modified” and “Riprap, Heavy, Modified” shall be measured in place by the square yard and include all labor, materials, and equipment necessary to perform the work as specified above.

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT CLEAN-UP AND RESTORATION, SPECIAL

AA:MGN

1 of 2

11/12/19

a. Description.- This work consists of performing on-going clean-up, removing, and disposing of all construction debris of any type; used formwork; spilled concrete patching materials, splatter, or any other deleterious remnants of the project's work; soil erosion control fences, protective fences, fallen timber, logs, brush, rocks, boulders, and any other rubbish generated from the Contractor's operations within the project limits or areas impacted by their operations. The Contractor shall perform final restoration as described in this Detailed Specification, as indicated on the Drawings, and as directed by the Engineer.

The Contractor shall restore all damaged turf and/or construction areas as they relate to the project's work. This shall include, but not be limited to; salvaging the existing topsoil, stockpiling the existing topsoil as needed, scarifying and making friable the topsoil of disturbed areas; preparing the earth bed, re-spreading the topsoil, furnishing the seed mixtures, sowing the seed, furnishing, placing, and anchoring the mulch blanket. All work shall conform to the requirements of this Detailed Specification and Section 816, Turf Establishment, of the 2012 edition of the Michigan Department of Transportation (MDOT) Standard Specifications for Construction.

b. Materials.- The materials shall meet the requirements specified in the 2012 edition of the MDOT Standard Specifications for Construction, except as specified herein:

1. Mulch.- Mulch seeded areas with straw mulch blankets. The chosen blanket(s) shall be the appropriate materials for the site conditions to promote germination and growth of seed and to mitigate soil erosion and sedimentation. Mulch blankets shall be chosen from the MDOT Qualified Products list for the Engineer's approval.

2. Seed Mixtures shall be THM seed mixtures. Select a product from the MDOT Qualified Products List for the Engineer's approval.

c. Construction.- Provide project cleanup as an ongoing operation. Perform project cleanup within the right-of-way and any other areas impacted by the project work operations.

Fill all holes and ruts resulting from the work operations with Engineer-approved material. Compact and level all backfill materials and restore ruts and holes to the surrounding contour as directed by the Engineer.

PROJECT CLEAN-UP AND RESTORATION, SPECIAL 816A

CITY OF ANN ARBOR
DETAILED SPECIFICATION
FOR
PROJECT CLEAN-UP AND RESTORATION, SPECIAL

AA:MGN

2 of 2

11/12/19

Grade, spread topsoil, remove rocks over 2 inches in diameter, place additional topsoil (as needed), place permanent seeding, and furnish, place, and anchor erosion control straw mulch blanket in all areas disturbed by the Contractor's operations. The Contractor shall be responsible for performing the permanent restoration of the Project area and other areas as part of the work of this Detailed Specification.

Topsoil placement shall occur at the locations called for on the Drawings or as directed by the Engineer. Minimum topsoil thickness in restoration areas shall be 4 inches. The Contractor may be required to truck in additional topsoil.

Damage to seeded areas resulting from erosion shall be repaired by the Contractor at the Contractor's expense. Scattered bare spots in seeded areas will not be allowed over 3 percent of the area nor greater than 6- by 6-inch in size.

Clean existing culverts, ditches, depressions, or other areas that contain sediment or debris from the work operations.

Neatly fill any ruts or depressions resulting from removal of soil erosion control materials with existing materials after their removal. Maintenance of silt fencing and other soil erosion control materials until such time as they are no longer needed, then removal and proper disposal of them from the site, shall be included in the bid price for the related soil erosion control device.

The project site shall be left in a condition that is clean and free of all project-generated debris and to the satisfaction of the Engineer.

d. Measurement and Payment.- The completed work as measured shall be paid at the contract unit price for the following contract pay items:

<u>Contract Pay Item</u>	<u>Pay Unit</u>
Project Clean-Up and Restoration, Special.....	Lump Sum

The lump sum price for "Project Clean-Up and Restoration, Special" shall include all remaining project clean-up and restoration work, including all labor, material, and equipment costs required to complete the work as specified herein.

APPENDIX

Appendix I

EGL E Approved Permit and Related Documents

(Contractor shall comply with all terms and conditions of the approved permit and related documents)



NOTICE OF AUTHORIZATION

Permit Number: WRP018786 v. 1

**Site Name: 81-Fuller Road Bridges over Huron River-
Ann Arbor**

Date Issued: October 2, 2019

Expiration Date: October 2, 2024

The Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, P.O. Box 30458, Lansing, Michigan 48909-7958, under provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended; specifically:

- Part 31, Floodplain Regulatory Authority of the Water Resources Protection.
- Part 301, Inland Lakes and Streams.
- Part 303, Wetlands Protection.
- Part 315, Dam Safety.
- Part 323, Shorelands Protection and Management.
- Part 325, Great Lakes Submerged Lands.
- Part 353, Sand Dunes Protection and Management.

Authorized activity:

Dredge approximately 98 cubic yards of material from an area 110 feet by 8 feet to a depth of 3 feet by mechanical means, from the Huron River. All dredge material shall be disposed of in an upland area. Place approximately 110 cubic yards of riprap shore protection within the dredged area to protect bridge abutments. All work is to facilitate repairs to the Fuller Road bridge.

All work shall be completed in accordance with the approved plans dated October 2, 2019 and specifications of this permit.

To be conducted at property located in: Washtenaw County, Waterbody: Huron River
Section 21, Town 02S, Range 06E, City of Ann Arbor

Permittee: City of Ann Arbor
Attn: Michael Nearing
100 North 5th Avenue, #4
Ann Arbor, Michigan 48104

Melissa Letosky
Jackson District Office
Water Resources Division
517-416-7001

*This notice must be displayed at the site of work.
Laminating this notice or utilizing sheet protectors is recommended.
Please refer to the above permit number with any questions or concerns.*
APDX-2

**EGLE-WRD
WRP018786 v1.0
Approved
Issued On:10/02/2019
Expires On:10/02/2024**



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
WATER RESOURCES DIVISION
PERMIT

Issued To:

City of Ann Arbor
Attn: Michael Nearing
100 North 5th Avenue, #4
Ann Arbor, Michigan 48104

Permit No: WRP018786 v.1
Submission No.: HNR-4MT7-CXXFH
Site Name: 81-Fuller Road Bridges over Huron River-Ann Arbor
Issued: October 2, 2019
Revised:
Expires: October 2, 2024

This permit is being issued by the Michigan Department of Environment, Great Lakes, and Energy (EGLE), Water Resources Division, under the provisions of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA); specifically:

- Part 301, Inland Lakes and Streams
- Part 303, Wetlands Protection
- Part 315, Dam Safety
- Part 31, Water Resources Protection (Floodplain Regulatory Authority)
- Part 323, Shorelands Protection and Management
- Part 325, Great Lakes Submerged Lands
- Part 353, Sand Dunes Protection and Management

Permission is hereby granted, based on permittee assurance of adherence to State of Michigan requirements and permit conditions, to:

Authorized Activity:

Dredge approximately 98 cubic yards of material from an area 110 feet by 8 feet to a depth of 3 feet by mechanical means, from the Huron River. All dredge material shall be disposed of in an upland area. Place approximately 110 cubic yards of riprap shore protection within the dredged area to protect bridge abutments. All work is to facilitate repairs to the Fuller Road bridge.

All work shall be completed in accordance with the approved plans dated October 2, 2019 and specifications of this permit.

Waterbody Affected: Huron River
Property Location: Washtenaw County, City of Ann Arbor, Town 02S, Range 06E, Section 21

Authority granted by this permit is subject to the following limitations:

- A. Initiation of any work on the permitted project confirms the permittee's acceptance and agreement to comply with all terms and conditions of this permit.
- B. The permittee, in exercising the authority granted by this permit, shall not cause unlawful pollution as defined by Part 31 of the NREPA.

- C. This permit shall be kept at the site of the work and available for inspection at all times during the duration of the project or until its date of expiration.
- D. All work shall be completed in accordance with the approved plans and specifications submitted with the application and/or plans and specifications attached to this permit.
- E. No attempt shall be made by the permittee to forbid the full and free use by the public of public waters at or adjacent to the structure or work approved.
- F. It is made a requirement of this permit that the permittee give notice to public utilities in accordance with 2013 PA 174 (Act 174) and comply with each of the requirements of Act 174.
- G. This permit does not convey property rights in either real estate or material, nor does it authorize any injury to private property or invasion of public or private rights, nor does it waive the necessity of seeking federal assent, all local permits, or complying with other state statutes.
- H. This permit does not prejudice or limit the right of a riparian owner or other person to institute proceedings in any circuit court of this state when necessary to protect his rights.
- I. Permittee shall notify EGLE within one week after the completion of the activity authorized by this permit by completing and forwarding the attached preaddressed postcard to the office addressed thereon.
- J. This permit shall not be assigned or transferred without the written approval of EGLE.
- K. Failure to comply with conditions of this permit may subject the permittee to revocation of permit and criminal and/or civil action as cited by the specific state act, federal act, and/or rule under which this permit is granted.
- L. All dredged or excavated materials shall be disposed of in an upland site (outside of floodplains, unless exempt under Part 31 of the NREPA, and wetlands).
- M. In issuing this permit, EGLE has relied on the information and data that the permittee has provided in connection with the submitted application for permit. If, subsequent to the issuance of a permit, such information and data prove to be false, incomplete, or inaccurate, EGLE may modify, revoke, or suspend the permit, in whole or in part, in accordance with the new information.
- N. The permittee shall indemnify and hold harmless the State of Michigan and its departments, agencies, officials, employees, agents, and representatives for any and all claims or causes of action arising from acts or omissions of the permittee, or employees, agents, or representative of the permittee, undertaken in connection with this permit. The permittee's obligation to indemnify the State of Michigan applies only if the state: (1) provides the permittee or its designated representative written notice of the claim or cause of action within 30 days after it is received by the state, and (2) consents to the permittee's participation in the proceeding on the claim or cause of action. It does not apply to contested case proceedings under the Administrative Procedures Act, 1969 PA 306, as amended, challenging the permit. This permit shall not be construed as an indemnity by the State of Michigan for the benefit of the permittee or any other person.
- O. Noncompliance with these terms and conditions and/or the initiation of other regulated activities not specifically authorized shall be cause for the modification, suspension, or revocation of this permit, in whole or in part. Further, EGLE may initiate criminal and/or civil proceedings as may be deemed necessary to correct project deficiencies, protect natural resource values, and secure compliance with statutes.
- P. If any change or deviation from the permitted activity becomes necessary, the permittee shall request, in writing, a revision of the permitted activity from EGLE. Such revision request shall include complete documentation supporting the modification and revised plans detailing the proposed modification. Proposed modifications must be approved, in writing, by EGLE prior to being implemented.
- Q. This permit may be transferred to another person upon written approval of EGLE. The permittee must submit a written request to EGLE to transfer the permit to the new owner. The new owner must also submit a written request to EGLE to accept transfer. The new owner must agree, in writing, to accept all conditions of the permit. A single letter signed by both parties that includes all the above information may be provided to EGLE. EGLE will review the request and, if approved, will provide written notification to the new owner.
- R. Prior to initiating permitted construction, the permittee is required to provide a copy of the permit to the contractor(s) for review. The property owner, contractor(s), and any agent involved in exercising the permit are held responsible to ensure that the project is constructed in accordance with all drawings and specifications. The contractor is required to provide a copy of the permit to all subcontractors doing work authorized by the permit.

- S. Construction must be undertaken and completed during the dry period of the wetland. If the area does not dry out, construction shall be done on equipment mats to prevent compaction of the soil.
- T. Authority granted by this permit does not waive permit requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA, or the need to acquire applicable permits from the County Enforcing Agent (CEA).
- U. Authority granted by this permit does not waive permit requirements under the authority of Part 305, Natural Rivers, of the NREPA. A Natural Rivers Zoning Permit may be required for construction, land alteration, streambank stabilization, or vegetation removal along or near a natural river.
- V. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
- W. Unless specifically stated in this permit, construction pads, haul roads, temporary structures, or other structural appurtenances to be placed in a wetland or on bottomland of the water body are not authorized and shall not be constructed unless authorized by a separate permit or permit revision granted in accordance with the applicable law.
- X. For projects with potential impacts to fish spawning or migration, no work shall occur within fish spawning or migration timelines (i.e., windows) unless otherwise approved in writing by the Michigan Department of Natural Resources, Fisheries Division.
- Y. Work to be done under authority of this permit is further subject to the following special instructions and specifications:

Site Isolation

1. Prior to commencement of any dredging authorized by this permit, the entire dredged area shall be enclosed with a turbidity curtain to prevent off-site siltation. The turbidity curtain shall be installed to extend from the bed of the waterbody to a point above the existing water's surface. The turbidity curtain shall be maintained for the duration of the project and shall be left in place after completion of dredging until all disturbed sediments have settled. In the event there is a problem with the turbidity curtain, and a failure to contain the sediments from leaving the project site, the project shall be immediately stopped, evaluated, and appropriate measures shall be taken to stop the release of sediments/turbidity. The permittee, agent or contractor shall immediately notify the Pollution Emergency Alerting System (PEAS) at 1-800-292-4706 and EGLE representative at 517-416-7001 or by email at LetoskyM@Michigan.gov, on the turbidity curtain failure and the measures being taken to stop the release of sediments/turbidity.
2. No work or dredging within the water authorized by this permit is allowed from March 1st to June 30th due to critical spawning, migration, and/or recreational use periods.
3. All raw areas in uplands resulting from the permitted construction activity shall be effectively stabilized with sod and/or seed and mulch (or other technology specified by this permit or project plans) in a sufficient quantity and manner to prevent erosion and any potential siltation to surface waters or wetlands. Temporary stabilization measures shall be installed before or upon commencement of the permitted activity, and shall be maintained until permanent measures are in place. Permanent measures shall be in place within five (5) days of achieving final grade.

Dredging

4. Dredged material, including organic and inorganic sediment, vegetation, and other material removed from bottomlands, shall not be placed in any wetland, floodplain or critical dune, or below the ordinary high water mark of any inland lake, Great Lake, or stream. Dredged material placed on upland shall be stabilized in such a manner to prevent erosion of any material into any waterbody, including wetlands, or floodplain.

5. The permittee is advised of other potential requirements and legal liabilities under other statutes for placement of dredge material on upland and is responsible for compliance with all applicable local, state, and federal regulations. Please review the information under Dredging Documents at the attached link: https://www.michigan.gov/deq/0,4561,7-135-3312_4123-14201--,00.html

Riprap

6. All riprap shall be properly sized based on wave action and velocity, and shall consist of natural field stone or rock (free of paint, soil or other fines, asphalt, soluble chemicals, or organic material). Broken concrete is not allowed.
7. The placement of riprap as proposed does not establish a new shoreline nor shall it be construed to do so. The riprap is authorized as a protective structure placed for the explicit purpose of protecting the shoreline at the landward side of the riprap. Consideration of any future construction shall be based on the shoreline existing prior to riprap placement as authorized by this permit.
8. Upon completion of your project, you must complete and return the enclosed card and photos taken from each of the same vantage points showing the "as-built" condition of your project.
9. The completion card and required photos shall be forwarded to the EGLE's Water Resources Division, 301 East Louis Glick Highway, Jackson, Michigan 49201, within 30 days of completion of the project. Staff will use such pictures for monitoring compliance with your permit. Failure to submit these photos is an event of noncompliance.
10. All fill/backfill shall consist of clean inert material which will not cause siltation nor contain soluble chemicals, organic matter, pollutants, or contaminants. All fill shall be contained in such a manner so as not to erode into any surface water, floodplain, or wetland. All raw areas associated with the permitted activity shall be stabilized with sod and/or seed and mulch, riprap, or other technically effective methods as necessary to prevent erosion.

Floodplain

11. The design flood or one percent (1%) annual chance (100-year) floodplain elevation at this location on Huron River is 760.2 feet N.A.V. Datum 1988.
12. Any other filling, grading, or construction within the 100-year floodplain will require a separate EGLE permit before starting the work.
13. The structure(s) shall be firmly anchored to prevent flotation or lateral movement.
14. All dredge/excavated spoils including organic and inorganic soils, vegetation, and other material removed shall be placed on upland (non-wetland, non-floodplain or non-bottomland), prepared for stabilization, and stabilized with sod and/or seed and mulch in such a manner to prevent and ensure against erosion of any material into any waterbody, wetland, or floodplain.
15. The permittee is cautioned that grade changes resulting in increased runoff onto adjacent property is subject to civil damage litigation.
16. Fill shall not be placed to prevent surface water drainage across the site. Site runoff shall be directed to public or natural drainage ways and not unnaturally discharged onto adjacent properties.

General Conditions

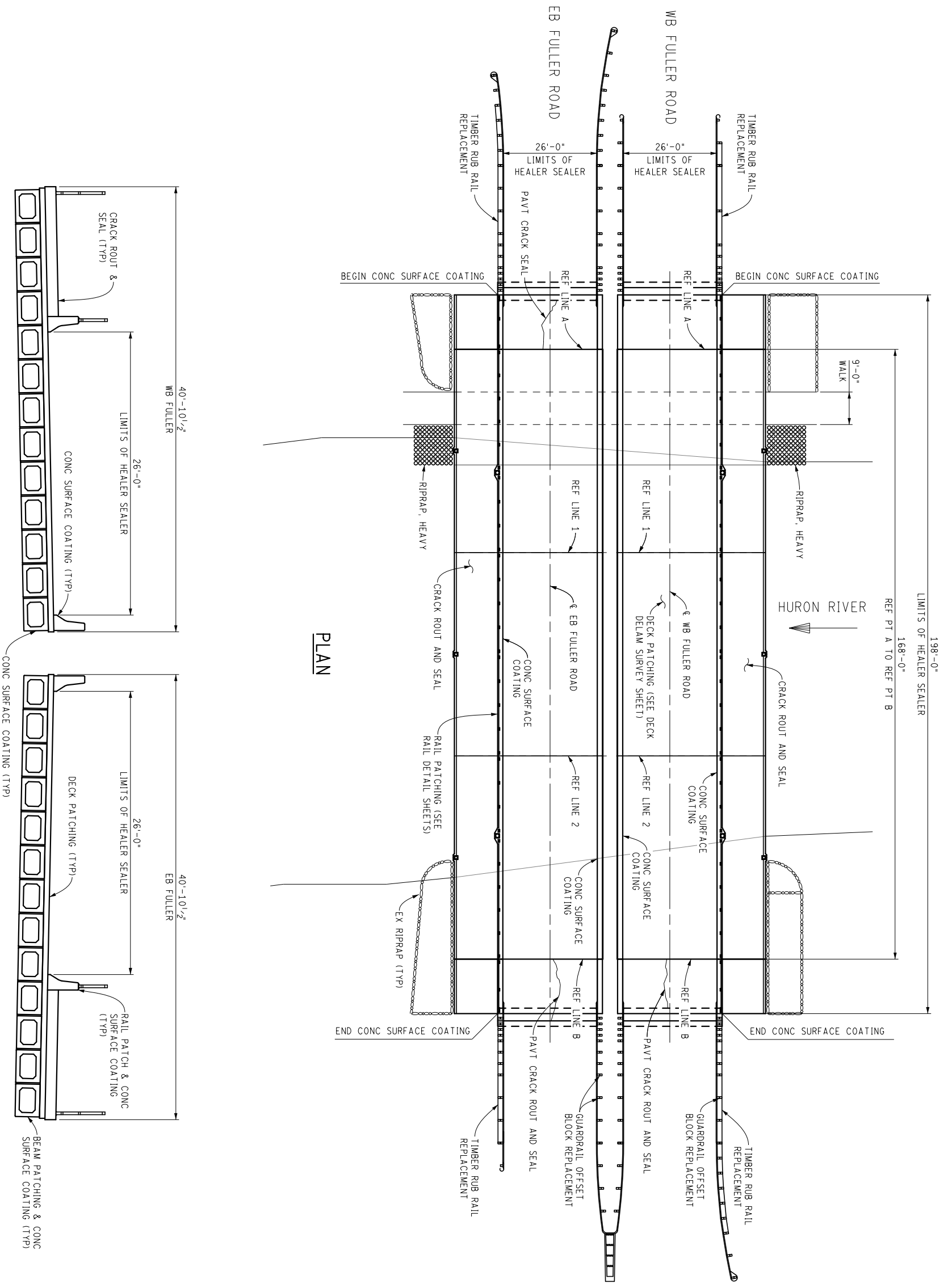
17. Authority granted by this permit does not waive permit or program requirements under Part 91, Soil Erosion and Sedimentation Control, of the NREPA or the need to acquire applicable permits from the CEA. To locate the Soil Erosion Program Administrator for your county, visit www.mi.gov/deqstormwater and select "Soil Erosion and Sedimentation Control Program" under "Related Links."
18. The authority to conduct the activity as authorized by this permit is granted solely under the provisions of the governing act as identified above. This permit does not convey, provide, or otherwise imply approval of any other governing act, ordinance, or regulation, nor does it waive the permittee's obligation to acquire any local, county, state, or federal approval or authorization necessary to conduct the activity.
19. No fill, excess soil, or other material shall be placed in any wetland, floodplain, or surface water area not specifically authorized by this permit, its plans, and specifications.
20. This permit does not authorize or sanction work that has been completed in violation of applicable federal, state, or local statutes.
21. The permit placard shall be kept posted at the work site in a prominent location at all times for the duration of the project or until permit expiration.
22. This permit is being issued for the maximum time allowed and no extensions of this permit will be granted. Initiation of the construction work authorized by this permit indicates the permittee's acceptance of this condition. The permit, when signed by EGLE, will be for a five-year period beginning on the date of issuance. If the project is not completed by the expiration date, a new permit must be sought.



Issued By: _____

Melissa Letosky
Jackson District Office
Water Resources Division
517-416-7001

cc: City of Ann Arbor Clerk
Ann Arbor City Environmental & Developmental Coordination
Mr. Vincent Guadagni, Fishbeck, Thompson, Carr, and Huber, Inc.



PLAN

DECK SECTION
(LOOKING EAST)

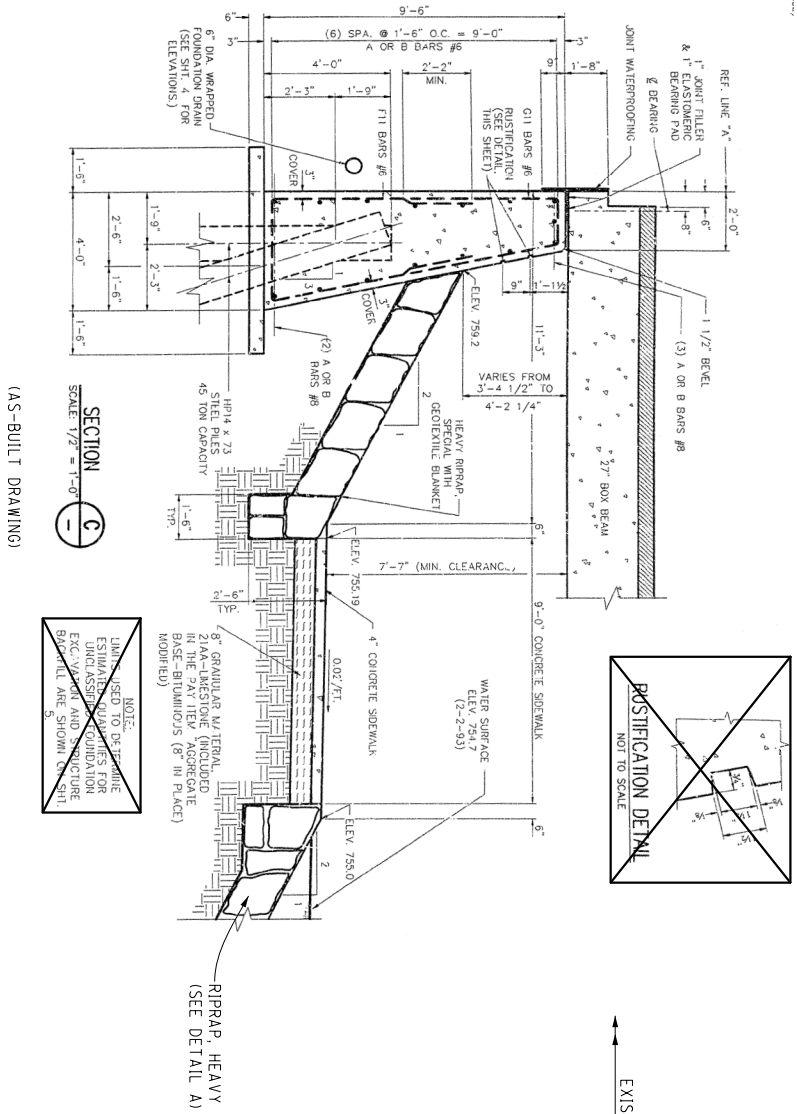
FULLER ROAD OVER HURON RIVER

<p>PROJECT MANAGEMENT - PUBLIC SERVICES - CITY OF ANN ARBOR</p>		<p>CITY OF ANN ARBOR PUBLIC SERVICE 301 EAST HURON STREET P.O. BOX 8647 ANN ARBOR, MI 48107-8647 734-794-6410 www.a2gov.org</p>	<p>811 Know what's below. Call before you dig.</p>																				
<p>SCALE: NO SCALE</p>	<p>DRAWING No. 2019-030</p>		<p>CITY OF ANN ARBOR 2019 BRIDGE CAPITAL PREVENTIVE MAINTENANCE REPAIRS</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th>REV.</th> <th>DESCRIPTION</th> <th>DATE</th> <th>DRAWN</th> <th>CHECKED</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	REV.	DESCRIPTION	DATE	DRAWN	CHECKED														
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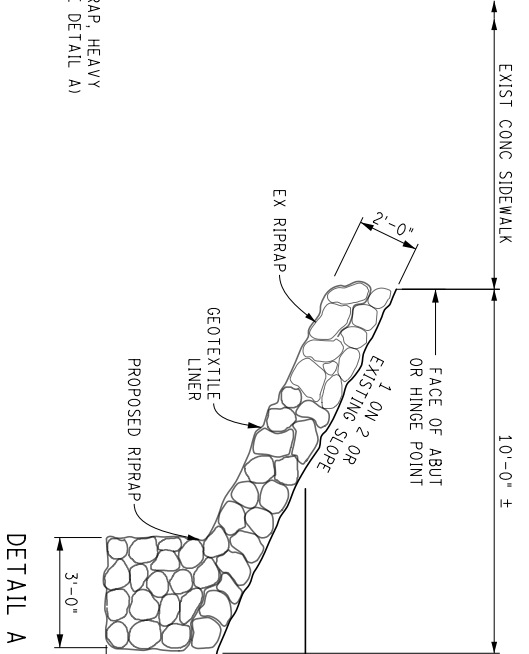
SHEET No. 786 v1.0
Approved

APDX



NOTE:
 UNDESIGNED TO BE USED FOR
 FOUNDATION
 EXCAVATION AND STRUCTURE
 SHALL BE SHOWN IN PLACE

~~RESTRICTION DETAIL
 NOT TO SCALE~~




MEANS OF WATER CONTROL MAY BE USED, AS
 APPROVED BY THE ENGINEER, PROVIDED THEY
 DO NOT DISTURB THE STREAM BED, WATER
 CONTROL, WHETHER IT BE BY COFFERDAM OR
 OTHER APPROVED MEANS, WILL BE PAID FOR
 AS "COFFERDAM".

RIPRAP DETAILS

(FULLER ROAD WEST ABUTMENT)

TOE OF RIPRAP SHALL BE AT OR BELOW EXISTING STREAMBED/SLOPE ELEVATION.
 AN APPROPRIATE METHOD OF WATER DIVERSION FOR PLACING RIPRAP SHALL BE
 PROPOSED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER.
 THE RIPRAP SCHEME SHOWN IS A MINIMUM REQUIREMENT FOR SCOUR. BROKEN CONCRETE
 SHALL NOT BE USED FOR RIPRAP. ONLY NATURAL, ROUNDED STONES SHALL BE USED.

FULLER ROAD OVER HURON RIVER

<p>PROJECT MANAGEMENT - PUBLIC SERVICES - CITY OF ANN ARBOR</p>		 <p>CITY OF ANN ARBOR PUBLIC SERVICE 301 EAST HURON STREET P.O. BOX 8647 ANN ARBOR, MI 48107-8647 734-794-6410 www.a2gov.org</p>	<p>APDX</p>											
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CITY OF ANN ARBOR
LIVING WAGE ORDINANCE DECLARATION OF COMPLIANCE

The Ann Arbor Living Wage Ordinance (Section 1:811-1:821 of Chapter 23 of Title I of the Code) requires that an employer who is (a) a contractor providing services to or for the City for a value greater than \$10,000 for any twelve-month contract term, or (b) a recipient of federal, state, or local grant funding administered by the City for a value greater than \$10,000, or (c) a recipient of financial assistance awarded by the City for a value greater than \$10,000, shall pay its employees a prescribed minimum level of compensation (i.e., Living Wage) for the time those employees perform work on the contract or in connection with the grant or financial assistance. The Living Wage must be paid to these employees for the length of the contract/program.

Companies employing fewer than 5 persons and non-profits employing fewer than 10 persons are exempt from compliance with the Living Wage Ordinance. If this exemption applies to your company/non-profit agency please check here No. of employees__

The Contractor or Grantee agrees:

- (a) To pay each of its employees whose wage level is not required to comply with federal, state or local prevailing wage law, for work covered or funded by a contract with or grant from the City, no less than the Living Wage. The current Living Wage is defined as \$13.61/hour for those employers that provide employee health care (as defined in the Ordinance at Section 1:815 Sec. 1 (a)), or no less than \$15.18/hour for those employers that do not provide health care. The Contractor or Grantor understands that the Living Wage is adjusted and established annually on April 30 in accordance with the Ordinance and covered employers shall be required to pay the adjusted amount thereafter to be in compliance with Section 1:815(3).

Check the applicable box below which applies to your workforce

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage without health benefits

Employees who are assigned to any covered City contract/grant will be paid at or above the applicable living wage with health benefits

- (b) To post a notice approved by the City regarding the applicability of the Living Wage Ordinance in every work place or other location in which employees or other persons contracting for employment are working.
- (c) To provide to the City payroll records or other documentation within ten (10) business days from the receipt of a request by the City.
- (d) To permit access to work sites to City representatives for the purposes of monitoring compliance, and investigating complaints or non-compliance.
- (e) To take no action that would reduce the compensation, wages, fringe benefits, or leave available to any employee covered by the Living Wage Ordinance or any person contracted for employment and covered by the Living Wage Ordinance in order to pay the living wage required by the Living Wage Ordinance.

The undersigned states that he/she has the requisite authority to act on behalf of his/her employer in these matters and has offered to provide the services or agrees to accept financial assistance in accordance with the terms of the Living Wage Ordinance. The undersigned certifies that he/she has read and is familiar with the terms of the Living Wage Ordinance, obligates the Employer/Grantee to those terms and acknowledges that if his/her employer is found to be in violation of Ordinance it may be subject to civil penalties and termination of the awarded contract or grant of financial assistance.

Company Name

Street Address

Signature of Authorized Representative

Date

City, State, Zip

Print Name and Title

Phone/Email address

CITY OF ANN ARBOR LIVING WAGE ORDINANCE

RATE EFFECTIVE APRIL 30, 2019 - ENDING APRIL 29, 2020

\$13.61 per hour

If the employer provides health care benefits*

\$15.18 per hour

If the employer does **NOT** provide health care benefits*

Employers providing services to or for the City of Ann Arbor or recipients of grants or financial assistance from the City of Ann Arbor for a value of more than \$10,000 in a twelve-month period of time must pay those employees performing work on a City of Ann Arbor contract or grant, the above living wage.

ENFORCEMENT

The City of Ann Arbor may recover back wages either administratively or through court action for the employees that have been underpaid in violation of the law. Persons denied payment of the living wage have the right to bring a civil action for damages in addition to any action taken by the City.

Violation of this Ordinance is punishable by fines of not more than \$500/violation plus costs, with each day being considered a separate violation. Additionally, the City of Ann Arbor has the right to modify, terminate, cancel or suspend a contract in the event of a violation of the Ordinance.

* Health Care benefits include those paid for by the employer or making an employer contribution toward the purchase of health care. The employee contribution must not exceed \$.50 an hour for an average work week; and the employer cost or contribution must equal no less than \$1/hr for the average work week.

The Law Requires Employers to Display This Poster Where Employees Can Readily See It.

**For Additional Information or to File a Complaint contact
Colin Spencer at 734/794-6500 or cspencer@a2gov.org**



Vendor Conflict of Interest Disclosure Form
--

All vendors interested in conducting business with the City of Ann Arbor must complete and return the Vendor Conflict of Interest Disclosure Form in order to be eligible to be awarded a contract. Please note that all vendors are subject to comply with the City of Ann Arbor’s conflict of interest policies as stated within the certification section below.

If a vendor has a relationship with a City of Ann Arbor official or employee, an immediate family member of a City of Ann Arbor official or employee, the vendor shall disclose the information required below.

1. No City official or employee or City employee’s immediate family member has an ownership interest in vendor’s company or is deriving personal financial gain from this contract.
2. No retired or separated City official or employee who has been retired or separated from the City for less than one (1) year has an ownership interest in vendor’s Company.
3. No City employee is contemporaneously employed or prospectively to be employed with the vendor.
4. Vendor hereby declares it has not and will not provide gifts or hospitality of any dollar value or any other gratuities to any City employee or elected official to obtain or maintain a contract.
5. Please note any exceptions below:

Conflict of Interest Disclosure*	
Name of City of Ann Arbor employees, elected officials or immediate family members with whom there may be a potential conflict of interest.	<input type="checkbox"/> Relationship to employee <hr style="border: 0; border-top: 1px solid black;"/> <input type="checkbox"/> Interest in vendor’s company <input type="checkbox"/> Other (please describe in box below)

*Disclosing a potential conflict of interest does not disqualify vendors. In the event vendors do not disclose potential conflicts of interest and they are detected by the City, vendor will be exempt from doing business with the City.

I certify that this Conflict of Interest Disclosure has been examined by me and that its contents are true and correct to my knowledge and belief and I have the authority to so certify on behalf of the Vendor by my signature below:		
Vendor Name	Vendor Phone Number	
Signature of Vendor Authorized Representative	Date	Printed Name of Vendor Authorized Representative

Questions about this form? Contact Procurement Office City of Ann Arbor Phone: 734/794-6500, procurement@a2gov.org

CITY OF ANN ARBOR NON-DISCRIMINATION ORDINANCE

Relevant provisions of Chapter 112, Nondiscrimination, of the Ann Arbor City Code are included below.
You can review the entire ordinance at www.a2gov.org/humanrights.

Intent: It is the intent of the city that no individual be denied equal protection of the laws; nor shall any individual be denied the enjoyment of his or her civil or political rights or be discriminated against because of actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight.

Discriminatory Employment Practices: No person shall discriminate in the hire, employment, compensation, work classifications, conditions or terms, promotion or demotion, or termination of employment of any individual. No person shall discriminate in limiting membership, conditions of membership or termination of membership in any labor union or apprenticeship program.

Discriminatory Effects: No person shall adopt, enforce or employ any policy or requirement which has the effect of creating unequal opportunities according to actual or perceived age, arrest record, color, disability, educational association, familial status, family responsibilities, gender expression, gender identity, genetic information, height, HIV status, marital status, national origin, political beliefs, race, religion, sex, sexual orientation, source of income, veteran status, victim of domestic violence or stalking, or weight for an individual to obtain housing, employment or public accommodation, except for a bona fide business necessity. Such a necessity does not arise due to a mere inconvenience or because of suspected objection to such a person by neighbors, customers or other persons.

Nondiscrimination by City Contractors: All contractors proposing to do business with the City of Ann Arbor shall satisfy the contract compliance administrative policy adopted by the City Administrator in accordance with the guidelines of this section. All city contractors shall ensure that applicants are employed and that employees are treated during employment in a manner which provides equal employment opportunity and tends to eliminate inequality based upon any classification protected by this chapter. All contractors shall agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of any applicable protected classification. All contractors shall be required to post a copy of Ann Arbor's Non-Discrimination Ordinance at all work locations where its employees provide services under a contract with the city.

Complaint Procedure: If any individual believes there has been a violation of this chapter, he/she may file a complaint with the City's Human Rights Commission. The complaint must be filed within 180 calendar days from the date of the individual's knowledge of the allegedly discriminatory action or 180 calendar days from the date when the individual should have known of the allegedly discriminatory action. A complaint that is not filed within this timeframe cannot be considered by the Human Rights Commission. To file a complaint, first complete the complaint form, which is available at www.a2gov.org/humanrights. Then submit it to the Human Rights Commission by e-mail (hrc@a2gov.org), by mail (Ann Arbor Human Rights Commission, PO Box 8647, Ann Arbor, MI 48107), or in person (City Clerk's Office). For further information, please call the commission at 734-794-6141 or e-mail the commission at hrc@a2gov.org.

Private Actions For Damages or Injunctive Relief: To the extent allowed by law, an individual who is the victim of discriminatory action in violation of this chapter may bring a civil action for appropriate injunctive relief or damages or both against the person(s) who acted in violation of this chapter.

THIS IS AN OFFICIAL GOVERNMENT NOTICE AND
MUST BE DISPLAYED WHERE EMPLOYEES CAN READILY SEE IT.

MICHIGAN DEPARTMENT OF TRANSPORTATION CERTIFIED PAYROLL

COMPLETION OF CERTIFIED PAYROLL FORM FULFILLS THE MINIMUM MDOT PREVAILING WAGE REQUIREMENTS

(1) NAME OF CONTRACTOR / SUBCONTRACTOR (CIRCLE ONE) (2) ADDRESS

(3) PAYROLL NO. (4) FOR WEEK ENDING (5) PROJECT AND LOCATION (6) CONTRACT ID

(a)	(b)	(c)	(d) DAY AND DATE							(e)	(f)	(g)	(h)	(i)	(j) DEDUCTIONS						(k)
															TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY	PROJECT RATE OF FRINGE PAY	GROSS PROJECT EARNED	GROSS WEEKLY EARNED	TOTAL WEEKLY HOURS WORKED ALL JOBS	
EMPLOYEE INFORMATION	WORK CLASSIFICATION	Hour Type	HOURS WORKED ON PROJECT							TOTAL HOURS ON PROJECT	PROJECT RATE OF PAY	PROJECT RATE OF FRINGE PAY	GROSS PROJECT EARNED	GROSS WEEKLY EARNED	TOTAL WEEKLY HOURS WORKED ALL JOBS	FICA	FEDERAL	STATE	OTHER	TOTAL DEDUCT	TOTAL WEEKLY WAGES PAID FOR ALL JOBS
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00
ETH#GEN: ID #:	GROUP/CLASS #:	S							0											\$0.00	\$0.00
NAME:									0				\$0.00							\$0.00	\$0.00

Date _____

I, _____ (Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the _____ (Contractor or Subcontractor)
 _____; that during the payroll period commencing on the _____ (Building or Work)
 _____ day of _____, _____, and ending the _____ day of _____, _____,
 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full _____ (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

